

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No.

27-RC-288318

Date Filed

12/30/2021

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlr.gov/, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

2a. Name of Employer: Starbucks Corporation		2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code): 2800 Rock Creek Circle A1 Louisville, CO 80027	
3a. Employer Representative - Name and Title: Annie Wong		3b. Address (if same as 2b - state same): Same	
3c. Tel. No. (303) 494-5673	3d. Cell No.	3e. Fax No.	3f. E-Mail Address us1911456@starbucks.com
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Retailer		4b. Principal Product or Service Coffee	5a. City and State where unit is located: Louisville, CO
5b. Description of Unit Involved: Included: All full-time and part-time Baristas and Shift Supervisors. Excluded: Store Mgrs, office clericals, guards, prof. employees, supervisors			6a. Number of Employees in Unit: 24 6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Check One: <input type="checkbox"/> 7a. Request for recognition as Bargaining Representative was made on (Date) N/A and Employer declined recognition on or about (Date) (If no reply received, so state). <input type="checkbox"/> 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.			
8a. Name of Recognized or Certified Bargaining Agent (if none, so state) None		8b. Address:	
8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address
8g. Affiliation, if any:		8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)
9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? (Name of Labor Organization) , has picketed the Employer since (Month, Day, Year)			
10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (if none, so state)			
10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address
11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election: January 20		11a. Election Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail	
11b. Election Date(s): January 20	11c. Election Time(s): 5-6 a.m., 3-4 p.m.	11d. Election Location(s): Back Area	
12a. Full Name of Petitioner (including local name and number): Chicago and Midwest Regional Joint Board, Workers United/SEIU		12b. Address (street and number, city, State and ZIP code): 333 S Ashland Ave., Chicago, IL 60607	
12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state): Workers United/SEIU			
12d. Tel. No. 312-783-6100	12e. Cell No.	12f. Fax No.	12g. E-Mail Address
13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.			
13a. Name and Title: Robert S Cervone		13b. Address (street and number, city, State and ZIP code): 8 S Michigan Ave., 1900, Chicago, IL 60603	
13c. Tel. No. 312-801-8848	13d. Cell No.	13e. Fax No.	13f. E-Mail Address rcervone@laboradvocates.com
I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.			
Name (Print) Robert S Cervone	Signature Robert S Cervone	Title Attorney	Date 12/30/21

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

URGENT

January 3, 2022

Annie Wong
Starbucks Corporation
2800 Rock Creek Circle
A1
Louisville, CO 80027
us1911456@starbucks.com

Re: Starbucks Corporation
Case 27-RC-288318

Dear Ms. Wong:

Enclosed is a copy of a petition that Chicago and Midwest Regional Joint Board, Workers United/ SEIU filed with the National Labor Relations Board (NLRB) seeking to represent certain of your employees. After a petition is filed, the employer is required to promptly take certain actions so please read this letter carefully to make sure you are aware of the employer's obligations. This letter tells you how to contact the Board agent who will be handling this matter, about the requirement to post and distribute the Notice of Petition for Election, the requirement to complete and serve a Statement of Position Form, the Petitioner's requirement to complete and serve a Responsive Statement of Position Form, a scheduled hearing in this matter, other information needed including a voter list, your right to be represented, and NLRB procedures, including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner STEPHANIE SCAFFIDI whose telephone number is (720)598-7388. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Assistant to the Regional Director KELLY SELVIDGE whose telephone number is (720)598-7389. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Required Posting and Distribution of Notice: You must post the enclosed Notice of Petition for Election by Monday, January 10, 2022 in conspicuous places, including all places where notices to employees are customarily posted. The Notice of Petition for Election must be posted so all pages are simultaneously visible. If you customarily communicate electronically with employees in the petitioned-for unit, you must also distribute the notice electronically to

them. You must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Posting and distribution of the Notice of Petition for Election will inform the employees whose representation is at issue and the employer of their rights and obligations under the National Labor Relations Act in the representation context. Failure to post or distribute the notice may be grounds for setting aside an election if proper and timely objections are filed.

Required Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the employer is required to complete the enclosed Statement of Position form (including the attached Commerce Questionnaire), have it signed by an authorized representative, and file a completed copy (with all required attachments) with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Time on Thursday, January 13, 2022**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will *not* be timely if filed on the due date but after noon Mountain Time.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

List(s) of Employees: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction

to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Responsive Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of an employer's Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in the employer's Statement of Position, such that it is received no later than **noon Mountain Time on Wednesday, January 19, 2022.**

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **9:00 a.m. on Monday, January 24, 2022 by video or teleconference**, if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, the NLRB will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Other Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);

- (b) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) If you desire a formal check of the showing of interest, you must provide an alphabetized payroll list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. Such a payroll list should be submitted as early as possible prior to the hearing. Ordinarily a formal check of the showing of interest is not performed using the employee list submitted as part of the Statement of Position.

Voter List: If an election is held in this matter, the employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular telephone numbers) of eligible voters. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. I am advising you of this requirement now, so that you will have ample time to prepare this list. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

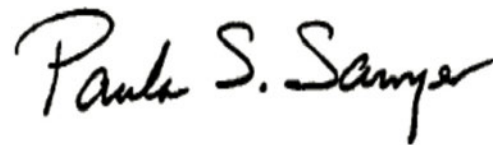
If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board’s Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency’s web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native

format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA S. SAWYER
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

Cc:

Starbucks Corporation
2800 Rock Creek Circle
A1
Superior, CO 80027



National Labor Relations Board



NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Chicago and Midwest Regional Joint Board, Workers United/ SEIU has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 27-RC-288318 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

Include: All full-time and part-time Baristas and Shift Supervisors.

Exclude: Store Managers, office clericals, guards, professional employees, and supervisors.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- **Threatening loss of jobs or benefits by an employer or a union**
- **Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises**
- **An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity**
- **Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return**
- **Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals**
- **Threatening physical force or violence to employees by a union or an employer to influence their votes**

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlr.gov or contact the NLRB at (303)844-3551.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



National Labor Relations Board





**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**



Starbucks Corporation Employer and Chicago and Midwest Regional Joint Board, Workers United/ SEIU Petitioner	Case 27-RC-288318
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 9:00 a.m. on **Monday, January 24, 2022** and on consecutive days thereafter until concluded, a hearing will be conducted by video or teleconference. The hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that it is received by them by no later than **noon** Mountain time on **Thursday, January 13, 2022**. Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such that they are received by them no later than **noon** Mountain on **Wednesday, January 19, 2022**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: January 3, 2022

/s/ *Paula S. Sawyer*

PAULA S. SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

Starbucks Corporation Employer and Chicago and Midwest Regional Joint Board, Workers United/ SEIU Petitioner	Case 27-RC-288318
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AFFIDAVIT OF SERVICE OF: Petition dated December 30, 2021, Notice of Representation Hearing dated January 3, 2022, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 3, 2022, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Annie Wong
Starbucks Corporation
2800 Rock Creek Circle
A1
Louisville, CO 80027
us1911456@starbucks.com

Starbucks Corporation
2800 Rock Creek Circle
A1
Superior, CO 80027

Robert S. Cervone, Attorney
Dowd, Bloch, Bennett, Cervone, Auerbach &
Yokich LLP
8 South Michigan Avenue, Suite 1900
Chicago, IL 60603-3315
rcervone@laboradvocates.com

Chicago and Midwest Regional Joint Board,
Workers United/ SEIU
333 S Ashland Ave.
Chicago, IL 60607

January 3, 2022

Date

ARIEL YORK, Designated Agent of NLRB

Name

/s/ ARIEL YORK

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

**DESCRIPTION OF REPRESENTATION CASE PROCEDURES
IN CERTIFICATION AND DECERTIFICATION CASES**

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlr.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlr.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional

form for the list is provided on the NLRB website at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

Purpose of Hearing: The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit

appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

Issues at Hearing: Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

Preclusion: At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Conduct of Hearing: If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

Official Record: An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

Motions and Objections: All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

Election Details: Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

Oral Argument and Briefs: Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlr.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlrb.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

Note: Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No. 27-RC-288318	Date Filed December 30, 2021
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INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be <i>added</i> to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be <i>excluded</i> from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative	9b. Signature of authorized representative		9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME Starbucks Corporation	CASE NUMBER 27-RC-288318
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE

Case No.
27-RC-288318

Date Filed
December 30, 2021

INSTRUCTIONS: If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer	An Intervenor/Union
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1a. Full Name of Party Filing Responsive Statement of Position			
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1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address
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1b. Address (Street and Number, City, State, and ZIP Code)			
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2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date
--	--	------

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

URGENT

January 3, 2022

Chicago and Midwest Regional Joint Board,
Workers United/ SEIU
333 S Ashland Ave.
Chicago, IL 60607

Re: Starbucks Corporation
Case 27-RC-288318

Dear Sir or Madam:

The enclosed petition that you filed with the National Labor Relations Board (NLRB) has been assigned the above case number. This letter tells you how to contact the Board agent who will be handling this matter; explains your obligation to provide the originals of the showing of interest and the requirement that you complete and serve a Responsive Statement of Position form in response to each timely filed and served Statement(s) of Position; notifies you of a hearing; describes the employer's obligation to post and distribute a Notice of Petition for Election, complete a Statement of Position and provide a voter list; requests that you provide certain information; notifies you of your right to be represented; and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner STEPHANIE SCAFFIDI whose telephone number is (720)598-7388. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If the agent is not available, you may contact Assistant to the Regional Director KELLY SELVIDGE whose telephone number is (720)598-7389. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Showing of Interest: If the Showing of Interest you provided in support of your petition was submitted electronically or by fax, the original documents which constitute the Showing of Interest containing handwritten signatures must be delivered to the Regional office within **2 business days**. If the originals are not received within that time the Region will dismiss your petition.

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **9:00 a.m. on Monday, January 24, 2022 by video or teleconference**, if the parties do not

voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, we will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Posting and Distribution of Notice: The Employer must post the enclosed Notice of Petition for Election by Monday, January 10, 2022 in conspicuous places, including all places where notices to employees are customarily posted. If it customarily communicates electronically with its employees in the petitioned-for unit, it must also distribute the notice electronically to them. The Employer must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Failure to post or distribute the notice may be grounds for setting aside the election if proper and timely objections are filed.

Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the Employer is required to complete the enclosed Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition by **noon Mountain Time on Thursday, January 13, 2022**. The Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the Employer contends that the proposed unit is inappropriate, it must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The Employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit.

Required Responsive Statement of Position (RSOP): In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of a Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form addressing issues raised in any Statement(s) of Position. The petitioner must file a complete, signed RSOP in response to all other parties' timely filed and served Statement of Position, with all required attachments, with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Time on Wednesday, January 19, 2022**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will not be timely if filed on the due date but after noon Mountain Time.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

Failure to Supply Information: Failure to supply the information requested by the RSOP form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Voter List: If an election is held in this matter, the Employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names and addresses of all eligible voters, including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 days after the date when the Employer must file the voter list with the Regional Office. However, a petitioner and/or union entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483, which is available on the NLRB's website or from an NLRB office. A waiver will not be effective unless all parties who are entitled to the voter list agree to waive the same number of days.

Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) The correct name of the Union as stated in its constitution or bylaws.
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any employees in the petitioned-for unit.
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) The name and contact information for any other labor organization (union) claiming to represent or have an interest in any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

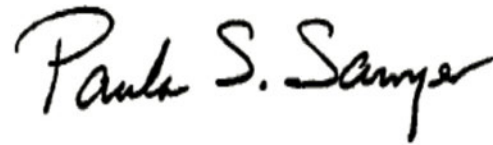
Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board’s Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency’s web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA S. SAWYER
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Robert S. Cervone, Attorney
Dowd, Bloch, Bennett, Cervone,
Auerbach & Yokich LLP
8 South Michigan Avenue, Suite 1900
Chicago, IL 60603-3315
rcervone@laboradvocates.com



National Labor Relations Board



NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Chicago and Midwest Regional Joint Board, Workers United/ SEIU has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 27-RC-288318 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

Include: All full-time and part-time Baristas and Shift Supervisors.

Exclude: Store Managers, office clericals, guards, professional employees, and supervisors.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- **Threatening loss of jobs or benefits by an employer or a union**
- **Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises**
- **An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity**
- **Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return**
- **Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals**
- **Threatening physical force or violence to employees by a union or an employer to influence their votes**

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlr.gov or contact the NLRB at (303)844-3551.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



National Labor Relations Board





**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**



Starbucks Corporation Employer and Chicago and Midwest Regional Joint Board, Workers United/ SEIU Petitioner	Case 27-RC-288318
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 9:00 a.m. on **Monday, January 24, 2022** and on consecutive days thereafter until concluded, a hearing will be conducted by video or teleconference. The hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that it is received by them by no later than **noon** Mountain time on **Thursday, January 13, 2022**. Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such that they are received by them no later than **noon** Mountain on **Wednesday, January 19, 2022**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: January 3, 2022

/s/ *Paula S. Sawyer*

PAULA S. SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

Starbucks Corporation Employer and Chicago and Midwest Regional Joint Board, Workers United/ SEIU Petitioner	Case 27-RC-288318
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AFFIDAVIT OF SERVICE OF: Petition dated December 30, 2021, Notice of Representation Hearing dated January 3, 2022, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 3, 2022, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Annie Wong
Starbucks Corporation
2800 Rock Creek Circle
A1
Louisville, CO 80027
us1911456@starbucks.com

Robert S. Cervone, Attorney
Dowd, Bloch, Bennett, Cervone, Auerbach &
Yokich LLP
8 South Michigan Avenue, Suite 1900
Chicago, IL 60603-3315
rcervone@laboradvocates.com

Chicago and Midwest Regional Joint Board,
Workers United/ SEIU
333 S Ashland Ave.
Chicago, IL 60607

January 3, 2022

Date

ARIEL YORK, Designated Agent of NLRB

Name

/s/ ARIEL YORK

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

**DESCRIPTION OF REPRESENTATION CASE PROCEDURES
IN CERTIFICATION AND DECERTIFICATION CASES**

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlr.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlr.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional

form for the list is provided on the NLRB website at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

Purpose of Hearing: The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit

appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

Issues at Hearing: Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

Preclusion: At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Conduct of Hearing: If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

Official Record: An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

Motions and Objections: All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

Election Details: Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

Oral Argument and Briefs: Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlr.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlrb.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

Note: Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.

27-RC-288318

Date Filed

December 30, 2021

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be <i>added</i> to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be <i>excluded</i> from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative	9b. Signature of authorized representative		9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME Starbucks Corporation	CASE NUMBER 27-RC-288318
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE

Case No.
27-RC-288318

Date Filed
December 30, 2021

INSTRUCTIONS: If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer	An Intervenor/Union
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1a. Full Name of Party Filing Responsive Statement of Position			
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1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address
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1b. Address (Street and Number, City, State, and ZIP Code)			
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2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date
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WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27

STARBUCKS CORPORATION

Employer

and

Case 27-RC-288318

CHICAGO AND MIDWEST REGIONAL JOINT
BOARD, WORKERS UNITED/ SEIU

Petitioner

**ORDER REFERRING STARBUCKS CORPORATION'S PETITION TO REVOKE
SUBPOENA DUCES TECUM NO. B-1-1EQ0YLF TO THE HEARING OFFICER**

A Petition to Revoke Subpoena *Duces Tecum* No. B-1-1EQ0YLF (Petition to Revoke, attached) having been filed with the undersigned Regional Director on January 20, 2022, by counsel for the Employer, Starbucks Corporation,

IT IS ORDERED pursuant to Section 102.66(f) of the Board's Rules and Regulations, that the Petition to Revoke is referred for ruling to the Hearing Officer conducting the hearing in this matter.

Dated the 21st day of January 2022

/s/ *Paula Sawyer*

PAULA SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Attachment

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 27

STARBUCKS CORPORATION,)	
)	
Employer,)	
)	27-RC-288318
and.)	
)	
CHICAGO & MIDWEST REGIONAL)	
JOINT BOARD, WORKERS)	
UNITED/SEIU,)	
)	
Petitioner.)	

Petitioner's Post-Hearing Brief

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PRELIMINARY STATEMENT

The question before the Regional Director is whether Starbucks Corporation (the “Employer” or “Company”) has successfully rebutted the NLRB’s presumption that the petitioned-for, single-store unit is appropriate. It has not. The Chicago & Midwest Regional Joint Board, Workers United/SEIU (the “Union”) petitioned for a unit comprising the baristas and the shift supervisors at the single Starbucks store location at 2800 Rock Creek Circle, A1, Superior, CO 80027 (the “Rock Creek” or “Superior” store).¹ The Employer contends that the only appropriate unit must be comprised of the 11 stores in the Employer’s District No. 460, across the cities of Superior, Louisville, Westminster, Lafayette, Erie, and Broomfield, Colorado. The Employer, however, has not, and could not, present sufficient evidence to rebut the strong presumption in the law that the single-store unit here is appropriate. *See* 29 U.S.C. § 159(b); *see also Haag Drug*, 169 NLRB 877, 877 (1968) (“Our experience has led us to conclude that a single store in a retail chain, like single locations in multilocation enterprises in other industries, is *presumptively* an appropriate unit for bargaining.” (emphasis in original)).

Indeed, the evidence concerning the two most critical factors under the law strongly weigh in favor of the single-store presumption here. The store manager exercises all meaningful control over most every aspect of labor relations. And employee interchange is both very infrequent and always voluntary at the employees’ discretion. The remaining factors under the law also favor a single-store unit. The Employer relies on voluminous company policies that show an integrated, nationwide business in various aspects. But that is commonplace in the retail industry and insufficient as a matter of law to rebut the single-store presumption. Similarly unsubstantial are

¹ The petition misidentified the city as “Louisville,” and the parties are in agreement that the store’s correct address is in Superior. Bd. Ex. 2; Tr. 11.

the Employer's speculative witness testimony about what corporate representatives expect happens in stores, and witness testimony about changes in the Employer's operations since the union campaign went public.

By contrast, the testimony of the store manager here largely substantiated her authority over labor relations at the store, including such important aspects as hiring, promotions, training, scheduling, work performance coaching, discipline, and termination. The testimony of the employees who work in the Superior provided further first-hand testimony of the store manager's authority over their work lives at the store. All of this evidence points in one direction: the petitioned-for Superior store is an appropriate unit.

The appropriateness of the single-store unit here is further buttressed by the fact that, as of the time of this writing, two other Regions in three Decisions and Directions of Election have reached the same conclusion that single-Starbucks store units are appropriate in RC cases between the Employer and the Workers United union. Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. ("*Buffalo I*") (Oct. 28, 2021); Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. ("*Buffalo II*") (Jan. 14, 2022); Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556, ("*Mesa I*") (Jan. 7, 2022). Moreover, in the *Buffalo I* case, the Board denied the Employer's request for review of the Region 3 Acting Regional Director's DDE. *See Order, Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (Dec. 7, 2021).² As the decisions in these cases, as well as the records incorporated here, show, each of the prior cases dealt with materially identical or similar facts. All of the policies

² The Employer has now also petitioned for review of the *Mesa I* DDE.

that the Employer relies on here are of purported national scope and not particular to any district or geographic region.

Just as the Regional Directors and Board concluded in those cases, the Employer's nationwide, retail policies and operational integration are not sufficient to overcome the single-store presumption. It would be a manifest injustice to deny the employees here the same opportunity to vote concerning representation on the same single store basis.

FACTUAL BACKGROUND

The Union filed a representation petition in this case for the baristas and shift supervisors working at the Employer's single store located in Superior, Colorado, on Rock Creek Circle (the "Superior" or "Rock Creek" store).³ Bd. Ex. 1(a). The Superior store (Store No. 10867) comprises approximately 30 baristas and shift supervisors—and no café attendants or assistant store managers. *See* Bd. Ex. 3, pp. 7-9. The store is managed by a store manager—since July 2021, Annie Wong who testified at the hearing has been the store manager. Tr. 23, 34-35, 232-34. The Employer contends that the only appropriate unit must be comprised of the 11 stores in the Employer's District No. 460, across the cities of Superior, Louisville, Westminster, Lafayette, Erie, and Broomfield, Colorado, and comprising approximately 328 baristas and shift supervisors and one café attendant, and no assistant store managers. Bd. Ex. 3, at pp 10-43. In addition to an in-store café, the Superior store includes a drive-through. Tr. 95. The Superior store's typical hours are 5:00am to 7:00pm. Tr. 95-96. Store hours vary across the Employer's other stores in District 460. Tr. 235. The Superior store and District 460 are in the Employer's same Western Mountain

³ The petition misidentified the City as "Louisville," and the parties are in agreement that the store's correct address is in Superior. Bd. Ex. 2; Tr. 11.

Region as the store at issue in *Mesa I*, 28-RC-286556. Tr. 102-03, 113-114; *See also* Er. Ex. 316 (*Mesa I* Tr.), at pp. 241-242.

The Union presented two witnesses to testify about their work and experience in the Superior store, Alendra Harris and Maria Teresa Blair. The Union witnesses testified extensively about the various components of, and the Store Manager's key role in and authority over, labor relations. That testimony was largely corroborated by the Employer's witness, Superior store manager Annie Wong who also testified to her central role and authority to manage and supervise the employees at her store, including hiring, orientation, training, promoting, scheduling, processing payroll, approving time off, making work assignments, evaluating performance, coaching, and discipline. *See, e.g.* Tr. 34-36, 43, 50, 52-53, 63-66, 77-82, 92-93. Store managers play by far the biggest and most meaningful role in virtually every aspect of labor relations which the Board considers.

The Employer contends that it operates all of its stores consistently across the country based on nationwide policies. It is significant, therefore, that the testimony of Starbucks baristas, shift supervisors, and a former store manager from the *Buffalo I*, *Buffalo II*, and *Mesa I* cases corroborate the Union witnesses' testimony here regarding the key role of store managers in managing and supervising the employees' at their respective stores. *See Buffalo I* Tr. 499-732, *Buffalo II* Tr. 208-358, and *Mesa I* Tr. 281-455.

None of the generalized testimony from the Employer's higher management witnesses concerning their expectations of what they believe might or should happen in the stores can rebut the specific testimony from the witnesses who actually work in the stores.

As the witnesses testified, including the store manager and district manager witnesses, store managers are responsible for hiring new employees. Tr. 35, 39-49, 81-82, 241-42, 248, 258-261,

271-73, 354, 364-366, 373-74. *See also Buffalo I* Tr. 500-03, 592-600, 688-93; *Buffalo II* Tr. 211; *Mesa I* Tr. 284-85.

Store managers are also responsible for disciplining employees, and they have unilateral authority to do so through at least the written reprimand stage, and can at least effectively recommend and participate in higher discipline including separation. Tr. 63-66, 92-93, 216, 261-62, 297-99, 319-21, 354. *See also Buffalo I* Tr. 503-07; *Buffalo II* Tr. 212-14; *Mesa I* Tr. 286-87.

Additionally, store managers exercise control over labor relations in other meaningful ways. They are responsible for orienting new employees at their stores. Tr. 77-78, 274-76, 366. *See also Buffalo I* Tr. 507-08, 602-03, 651; *Buffalo II* Tr. 215; *Mesa Tr.* 288, 375-76. They exercise independent judgment in deciding which employees in a store should be eligible for promotion, and then guide those employees through the process. Tr. 246-47, 277-79, 296-97, 366-67, 385-86. *See also Buffalo I*, Tr. 509-11, 603-04, 695-97; *Buffalo II* Tr. 216; *Mesa I* Tr. 289, 377-78.

Store managers also carry out all meaningful duties regarding scheduling, time tracking, payroll, and staffing issues. Tr. 34-35, 52-53, 79-81, 260-62, 279-290, 306-07, 338-89, 367, 375-80; Pet Exs. 302 & 303. *See also Buffalo I* Tr. 511-14, 604-06, 653-54, 697-98; *Buffalo II* Tr. 216-21; *Mesa I* Tr. 378-86. Similarly, store managers are responsible for approving time off for employees in the store. Tr. 80-81, 261-62, 282-85, 378-80; Pet. Ex. 302. *See also Buffalo I* Tr. 514-23, 606-07, 654-55, 698-99; *Buffalo II* Tr. 220-21; *Mesa I* Tr. 386-87.

Store managers are also responsible for observing the performance of employees and providing performance coaching and evaluations. Tr. 297-98, 354. *See also Buffalo I* Tr. 523-261, 607-08, 655, 699-700; *Buffalo II* Tr. 216; *Mesa I* Tr. 387-88. Moreover, employees address to the store manager for resolution problems among employees and other in-store grievances. Tr. 261-62,

298-99, 320-22, 388. *See also Buffalo I* Tr. 526-28, 655-58, 700-01; *Buffalo II* Tr. 222, *Mesa I* Tr. 389.

By contrast, the Employee witnesses described their very limited contact with the district manager and his very limited role in their day-to-day working lives. Despite working nearly full time and typically on different shifts, the two employee witnesses here had each only seen their district manager two or three times in the five to seven months they had worked before December 2021—and one of those times in December was a meeting at which the district manager expressly brought up the union organizing efforts. Tr. 264-68, 332, 368-372. *See also Buffalo I* Tr. 543-47, 614-16, 660-61, 701-02; *Buffalo II* Tr. 229; *Mesa I* Tr. 300-01, 345, 405. Only in the last month since December 27, 2021, after the union campaign among the employees became public (and after the DDE and the Board’s denial of review in *Buffalo I*) has the new district manager had any meaningful presence at the Superior store. Tr. 70, 195, 268-69, 372. The new district manager, who started December 27, 2021, even admits that given the 11 stores in District 460 he has only on average two hours per week to be at any given store even if he might communicate with the store manager three to four times per week by text, email, phone, or a group meeting with the 11 store managers. Tr. 198, 204, 228-29.

Regarding employee interchange, the Employer introduced exhibits that purport to show various aspects of employee interchange by “borrowed partners”. Despite the creative playing with numbers by the Employer’s proffered “expert” opinion witness, the Employer’s evidence in fact shows the very limited degree of employee interchange among employees at the Superior store and employees at other stores in the district. For example, in the Employer’s 2021 fiscal year that ended October 3, 2021, only 0.43% of shifts, and 0.32% of hours were worked at the Superior store by “borrowed” partners from another store. Er. Ex. 301(b) (Tabs “Info” & “Q8”). In the prior

2020 fiscal year going back to September 30, 2019, the numbers were only 2.29% of shifts and 1.95% of hours worked by borrowed partners. *Id.* The Employer's expert witness's own analysis showed that, after all of her sensitivity controls were applied for things such as opening and closing stores, and permanent transfers, only about 6% of the days that the Superior store was open between April 29, 2019 and December 26, 2021, had any borrowed partners working at all. Tr. 183-85; Er. Ex. 314, at 45. That is less than one day every three weeks. And that one borrowed partner could have worked for as little as four hours. Tr. 168-74, 182, 226-27. Looked at another way, the Employer's analysis showed that overall on any given day only about 3% of the partners across the entire district are working at a store that is not their home store. Er. Ex. 314, at 5.

For their part, the two employee witnesses testified to the limited extent of employee interchange between their store and other stores in the district. One employee had never worked in a store other than her home Superior store in her six months of employment. Tr. 382. The other employee had worked only once at another store to cover a shift as a favor to a friend since she started at Superior in May 2021. Tr. 301-02, 325-26. They both also described their experience that borrowed partners had been used at their Superior store only in exceptional circumstances, including one all staff meeting when the new store manager started in July 2021 and a couple week period in 2021 when they were facing an extreme staffing shortage due to employee illness and departures. Tr. 62-63, 301, 303-04 391-92.

Moreover, while the Employer's witnesses testified that theoretically an employee could be mandated to work at another store, there was no testimony from anyone that this had ever happened at Superior. The Superior store manager testified that she had never scheduled a borrowed partner at the store. Tr. 57, 90. And both employee witnesses testified that they had experiences being asked to take shifts at other stores, and declining to do so without discipline or

any other repercussion. Tr. 302, 381-82. Thus, for all the record evidence shows, all employee interchange between the Superior store and any other store has been completely voluntary. *See also Buffalo I* Tr. 538, 613, 706-07; *Buffalo II* Tr. 225; *Mesa I* Tr. 299-300.

Additional record evidence is discussed as relevant to the Argument below.

ARGUMENT

I. The Petitioned-for, Superior Store Unit Is Appropriate Following the Board’s Presumption in Favor of Single-Store Units.

A. Board law applies a heavy presumption in favor of single-store units.

The NLRB determines the appropriateness of bargaining units “in order to assure to employees the fullest freedom in exercising the rights guaranteed” by the NLRA. 29 U.S.C. § 159(b). There is, of course, no statutory requirement that the petitioned-for unit be “the *only* appropriate unit, or the *ultimate* unit, or the *most* appropriate unit: the Act requires only that the unit be ‘appropriate.’” *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950) (emphasis in original). “[T]he Board’s primary concern is to group together only employees who have substantial mutual interests in wages, hours, and other conditions of employment.” NLRB, 1950 ANNUAL REPORT 39 (1951).

Under black-letter Board law, a petitioned-for, single-facility unit—including a single-store in the retail industry—is presumptively appropriate. *See* 29 U.S.C. § 159(b); *see also Haag Drug*, 169 NLRB 877, 877 (1968); *Dixie Belle Mills Inc.*, 139 NLRB 629, 631 (1962). An employer contesting a single-store unit bears a “heavy burden of overcoming the presumption.” *Cal. Pac. Med. Ctr.*, 357 NLRB 197, 200 (2011). To rebut this presumption, the employer “must demonstrate integration so substantial as to negate the separate identity” of the single-store unit. *Id.* *See also* Order, *Starbuck’s Corporation*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (Dec. 7, 2021).

In *Sav-On Drugs*, the Board overruled its prior policy for retail chains of making unit determinations based on the employer’s administrative division or the involved geographic areas. *Sav-On Drugs*, 138 NLRB 1032 (1962); *see also* Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556, at 11 (Jan. 7, 2022). The Board now holds that “[o]ur experience has led us to conclude that a single store in a retail chain, like single locations in multilocation enterprises in other industries, is presumptively an appropriate unit for bargaining.” *Haag Drug*, 169 NLRB 877, 877 (1968) (emphasis in original).⁴ The Board has explained that:

Absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity, the employees’ “fullest freedom” is maximized, we believed, by treating the employees in a single store . . . as normally constituting an appropriate unit for collective bargaining purposes.

Id., at 877.

The Employer can rebut the presumption only with specific, detailed evidence establishing that “an individual store lacks meaningful identity as a self-contained economic unit, or the actual day-to-day supervision is done *solely* by central office officials, or where there is *substantial* employee interchange destructive of homogeneity.” *Id.*, at 879 (emphasis added). The Board considers the following factors:

(1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange; (4) distance between locations; and (5) bargaining history, if any.

⁴ For cases where the employer could not overcome the presumption and a single store unit was upheld, *see Frisch’s Big Boy Ill-Mar, Inc.*, 147 NLRB 551 (1964); *Haag Drug Co.*, 169 NLRB 877 (1968); *Walgreen Co.*, 198 NLRB 1138 (1972); *Lipman’s, A Div. of Dayton-Hudson Corp.*, 227 NLRB 1436 (1977); *Bud’s Thrift-T-Wise*, 236 NLRB 1203 (1984); *Red Lobster*, 300 NLRB 908 (1990); *Hilander Foods*, 348 NLRB 1200 (2006).

Hilander Foods, 348 NLRB 1200, 1202 (2006) (internal citations omitted); *see also* NLRB Office of the General Counsel, AN OUTLINE OF LAW AND PROCEDURE IN REPRESENTATION CASES 161-64 (June 2017) (“NLRB Outline”) (listing nine relevant considerations).

As in the three prior Starbucks cases, this analysis requires the finding that the petitioned-for unit is appropriate.⁵

B. The store manager exercises substantial control over labor relations, supervision, and store operations.

Consideration of control over labor relations, autonomy, and supervision involves overlapping facts. All three factors ask whether the store manager exercises sufficient authority within the store so that the presumption of a single-store unit remains appropriate. The record here establishes that the store manager exercises a high degree of control over labor relations and supervision, meaning all three factors weigh strongly in favor of the single-store presumption.

The focus of the Board’s analysis of control over labor relations is the role of any managers in the individual stores. In *Sav-On Drugs*, for example, the Board cited “the substantial authority of the store manager” including “complete hiring authority with respect to part-time employees” and also the power to “interview applicants for full-time positions and hire them upon approval of the division manager” to support a single facility unit. *Sav-On Drugs, Inc.*, 138 NLRB 1032, 1033 (1962); *see also Hilander Foods*, 348 NLRB 1200, 1202 (2006).

Local control over labor relations supports the presumption of a single-store unit even when positions higher than a store manager have some role or control over management functions. For example, in *Eschenbach-Boysa Co.*, even though the owner of two supermarkets “reserves for

⁵ Particularly with respect to the record evidence from those prior cases that is incorporated into the record in this case, the Petitioner refers the Regional Director to the analysis and findings of the Decisions and Directions of Elections in *Buffalo I*, *Buffalo II*, and *Mesa I*, and the Board’s order denying review in *Buffalo I*.

himself many management prerogatives[,]” the Board found the employer had not rebutted the presumption because the managers at the two facilities “interview and hire employees, grant time off, and resolve employee problems and complaints.” *Eschenbach-Boysa Co.*, 268 NLRB 550, 551 (1984). In *Bud’s Thrift-T Wise*, the Board upheld a single-store unit because “the individual store managers exercise considerable authority in personnel matters[,]” and even though “the Employer’s president establishes labor relations policies and employee benefits, the record discloses that the individual store managers also have and exercise substantial authority and play a direct role in the implementation of labor relations policies affecting the employees in their respective stores.” *Id.* The Board was,

persuaded by the facts that store managers interview prospective employees for hire and either directly hire part-time employees or make effective recommendations with respect thereto; that they have and exercise the authority to discharge employees or effectively recommend such actions; and that they may suspend employees for disciplinary reasons, grant time off, schedule employee shifts, vacations, and overtime, adjust employee grievances, evaluate employees for purposes of wage increases, participate in the determination as to the promotion of employees from part-time to full-time status, and advise the Employer concerning staffing needs which may involve employee transfers.

Bud’s Thrift-T-Wise, 236 NLRB 1203, 1204 (1978).

In *Red Lobster*, the Board determined a single-location unit was appropriate, again despite some control and participation by managers that ranked above the store-level managers. The Board described the respective roles of the in-store manager and the manager above that position, finding, as here, that they exercised control over most aspects of labor relations. *Red Lobster*, 300 NLRB 908, 911 (1990).

The Board summarized the significance of this consideration in *Renzetti Market*, where it upheld a single-facility unit because,

matters which are of the keenest interest to the employees are handled within the store, and the employees know that in most instances the store management does not have to venture outside of the store for approval of its decisions. Judged against

the criteria set forth above, it is apparent that the immediate supervision and day-to-day concerns at Store No. 1 are separate and autonomous from those at Store No. 2.

Renzetti's Mkt., Inc., 238 NLRB 174, 176 (1978).

Here, as summarized above, the testimony of the employees and store manager at the Superior store demonstrate the store manager's role and authority in most aspects of labor relations, from hiring, to training, to scheduling, to payroll, to promotions, to discipline and more.

Moreover, the Employer's job description for store managers clearly outlines the central role and authority of the store manager to supervise and manage employees and store operations:

The store manager is required to regularly and customarily exercise discretion in managing the overall operation of the store. In particular, a majority of time is spent supervising and directing the workforce, making staffing decisions (i.e., hiring, training, evaluating, disciplining, discharging, staffing and scheduling), ensuring customer satisfaction and product quality, managing the store's financial performance, and managing safety and security within the store.

Pet Ex. 13.

By contrast, the job description of district managers, the position the Employer appears to argue has the real authority, simply emphasizes a relationship with store managers, not the hourly baristas and shift supervisors:

This job contributes to Starbucks success by leading a team of store managers within an assigned district to achieve business results while creating and maintaining the Starbucks Experience for our customers and partners. The district manager is required to regularly and customarily exercise discretion in managing the overall operation of the stores within the assigned district. The majority of time is spent staffing, coaching, developing and managing the performance of store managers, understanding local customer needs, ensuring district-wide customer satisfaction and product quality, analyzing key business indicators and trends, managing the district's financial performance, and managing safety and security within the district. The incumbent is responsible for modeling and acting in accordance with Starbucks guiding principles.

Pet. Ex. 11.

Other Employer policies also provide ample ground for finding that store managers exercise sufficient control over labor relations to prevent the Employer from rebutting the single-store presumption. The Employer's Partner Guide describes the store manager's role as follows:

Store manager: The store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), shift managers (where applicable), shift supervisors and baristas. The store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions. A store manager is considered full-time and is generally scheduled to work at least 40 hours each week.

Er. Ex. 13, at 15.

1. Hiring

The employee witnesses and the store manager testified in detail about the store manager's responsibility and authority for hiring at the Superior store. The store manager reviews applications and arranges and conducts interviews and follow-up. Tr. 35-49, 81-82, 258-61, 269-73, 363-65, 366, 373-74. Even the Employer witnesses agreed that the store manager has the final say over hiring of all baristas and shift supervisors at the store. Tr. 43, 81-82, 241-42, 248.

The witness testimony here is consistent with the Union testimony concerning the store manager's authority and responsibility for hiring in the prior cases. *See Buffalo I* Tr. 500-03, 592-600, 688-93; *Buffalo II* Tr. 211; *Mesa I* Tr. 284-86, 365-66. Moreover, the Employer's store manager job description provides that store managers are responsible for hiring. Pet. Ex. 13.⁶

⁶ With regard to interviews, the Employer introduced exhibits with guidelines for how store managers should conduct interviews. These outlines emphasize a great deal of agency on the part of the store managers conducting the interview. They contain numerous references to the fact that the store manager should use their own experience and authority to carry out the interview, including instructions to: "share your experience, and build a connection with the candidate. Offer the candidate a beverage or share a coffee press of your favorite coffee and describe what makes it your favorite!", to "Discuss the Starbucks Experience with the candidate. Share how creating Best Moments come to life in your store[,] and to "Describe a day in the life of a Barista." Er. Ex. 10, at 1. The Employer exhibit for interviewing shift supervisors has parallel language throughout. Er. Ex. 11.

2. Discipline

The store manager job description also explicitly states that store managers are responsible for discipline and termination. Pet. Ex. 13. This is consistent with the hearing testimony that store managers are responsible for disciplining employees, and they have unilateral authority to do so through at least the written reprimand stage, and can at least effectively recommend and participate in higher discipline including separation. Tr. 63-66, 92-93, 216, 261-62, 297-99, 319-21, 354. *See also Buffalo I* Tr. 503-07, 600-02, 648-51, 693-95; *Buffalo II* Tr. 212-14; *Mesa I* Tr. 286-87, 367-71. For example, one employee witness had received a verbal warning from the store manager, and the store manager confirmed that she had issued a final written warning to another. Tr. 63-66, 92-93 319-21.

In addition, the Employer's Partner Guide has numerous sections regarding the role of store managers in monitoring and addressing problems with employees in the store. Er. Ex. 13, at 29-30; 32-34; 40; 42. The Employer's Corrective Action Form also gives clear indications of the role of store managers in administering discipline. At the bottom of the form, it states: "Manager: Print two copies of this form. Give one signed copy to the partner and retain one signed copy in the store partner file." Er. Ex. 18. There is nothing on the form which mentions the district manager, and there is no space for a district manager's sign-off. *See id.* The document also states: "Partner: The above has been discussed with me by my manager." *Id.* The form also gives guidance about the appropriate representative to address questions with corrective action: "If you disagree or have any concerns about this corrective action, you are encouraged to talk it over with the manager who is delivering it to you." *Id.*

Similarly, the Notice of Separation form highlights the integral role of store managers in employee terminations. The form is to be filled out by the employee's manager. Ex. 29. At the bottom, there is a signature line for the store manager, a witness, and the employee, and it contains

instructions for the store manager: “Manager: Print two copies of this form. Give one signed copy to the partner and retain one signed copy in the store partner file.” *Id.*

The Employer’s district manager witness made reference to a “virtual coach” tool as a guide for store managers in issuing discipline. Notably, the store manager herself made no reference to using virtual coach in all of her testimony regarding her practices for issuing discipline. *See, e.g.* Tr. 63-66, 92-93. *See also Mesa I* Tr. 373-74. In any event, whatever guidance the Virtual Coach might provide (if it were actually used), it remains the store manager who is ultimately reviewing employee performance and conduct, proposing discipline in the first instance, and either making the final decision on, or effectively recommending, employee discipline. As the virtual coach document in the record itself makes clear, “[t]he Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment” Er. Ex. 22.

The Employer also pointed to its nation-wide Partner Resource Center to which in theory an employee could appeal any discipline. No witness, however, testified at the hearing regarding having any knowledge that any employee had actually used the Partner Resource Center for that purpose. *See, e.g.*, Tr. 243-44. In any event, that theoretical appeal procedure does not at all undermine the store manager’s role in, and authority for, employee discipline as discussed.

3. Orientation

Each of the employee witnesses and the store manager also testified that the store manager conducts the new employee orientation, known as the “first sip,” and otherwise instructs the employees regarding store policies, dress code, store culture, and other new employee topics. Tr. 77-78, 274-76, 366. This, again, is consistent with the evidence from the earlier cases. *Buffalo I* Tr. 507-08, 602-03, 651, 695; *Buffalo II* Tr. 215; *Mesa I* Tr. 288, 375-76.

4. Training

The store manager also testified that she is responsible for barista and shift supervisor training. Tr. 35-36, 50, 78. The employee witnesses concurred that, while training included computer learning and other employee trainers, the store manager is personally involved with all aspects of training. Tr. 276-77, 328-29, 366. And the training, while following national standards, is tailored to the individual store culture and employee learning styles. Tr. 276-77, 337. The Barista Basics Training Plan document also shows that store managers are involved in training for each new employee, and that nobody above the level of store manager carries out these duties. *See* Er. Ex. 14, at 1 (“Your manager and barista trainer will help you along the way. . . Your manager will explain the order of your training plan.”).

5. Promotions

The testimony at the hearing was clear that store managers are responsible for employee development and promotions. The store manager facilitates and decides who is eligible to become a “barista trainer,” which comes with additional bonus opportunities for training new baristas. Tr. 246-47, 277-79. The store manager also recommends baristas for promotion to shift supervisor. Tr. 246-47. The employee witnesses, each of whom the store manager promoted from a barista to a shift supervisor, testified how the store manager shepherded them through the interview and training process and had the final say on their promotions. Tr. 296-97, 366-67, 385-86. *See also Buffalo I* Tr. 509-11, 603-04, 643, 651-53, 695-97; *Buffalo II* Tr. 216; *Mesa I* Tr. 289, 377-78.

The Partner Guide also explicitly provides that store managers are responsible for making decisions concerning partner promotions. Er. Ex. 13, at 48-49. The store manager job description also includes among their responsibilities: “Monitors and manages store staffing levels to ensure partner development and talent acquisition to achieve and maintain store operational requirements”

and “Providing partners with coaching, feedback, and developmental opportunities and building effective teams.” Pet. Ex. 13.

6. Transfers

Record testimony demonstrates that store managers are similarly responsible for facilitating and approving employee transfers between stores. Employee witness Alendra Harris described the process by which she transferred from a Starbucks store in Auburn, Maine to the Superior store in May 2021. Wanting to move back to Colorado, Harris applied with her store manager in Maine to transfer to the Superior store specifically (because of its proximity to the apartment to which she was moving). Tr. 273-74, 305-06, 350-51. She then contacted directly the store manager at the Superior store to facilitate the transfer. Tr. 350-51. If a district manager had any involvement in the process—which there is no evidence to suggest—Harris had no knowledge of it. Tr. 351. Harris’s experience was consistent with employee testimony and testimony from a former store manager in the earlier cases. *See Buffalo I* Tr. 532-34; *Mesa I* Tr. 395-96. The Employer’s transfer request form in the record is also consistent. It appears to be filled out by a store manager and is only signed off by the district manager at the end of the process. Er. Ex. 30.

7. Scheduling, time tracking, and payroll

The employee witnesses and store manager all testified that store managers are responsible for all aspects of scheduling and administering employee time tracking and payroll at the store. Tr. 34-35, 52-53, 79-80, 260, 279-82, 285-86, 288-90, 306-07, 338-39, 367, 375-78; Pet. Ex. 302. The store manager creates and posts the schedule in the first instance. Tr. 34-35, 52-53, 80, 260, 279-82, 306-07, 367, 375-77. She then frequently makes changes to the schedule after its initial posting. Tr. 377-78. The store manager also approves any shift swaps requested between employees, and she assists in finding coverage for shifts when an employee must call off. Tr. 285-86, 338-89. She manages the store payroll, including making any changes in the payroll system to accurately reflect

an Employee's work time, for example, when the timekeeping system is down or an employee is shorted hours or makes a mistake in clocking in or out. Tr. 34-35, 79-80, 115, 288-90, 367; Pet. Ex. 303. All of this, too, is consistent with the evidence from the earlier hearings. *See Buffalo I* Tr. 511-14; 604-06; 653-54; 697-98; *Buffalo II* Tr. 216-21; *Mesa I* Tr. 378-86.

The store manager job description also states that store managers are responsible for making staffing decisions, including scheduling. Pet. Ex. 13. In addition, the Partner Guide contains several relevant references to work hours and schedules, describing the store manager as responsible for scheduling. Er. Ex. 13, at 17.

The Partner Availability Form explicitly directs partners to communicate with store managers regarding scheduling and reiterates that store managers are responsible for scheduling: "Partner: Please return this form and discuss with your store manager upon completion. Your store manager will use this information as well as the business needs of the store to build a schedule that balances both." Er. Ex. 4. The form requires a store manager's signature, and no other Employer representative. *Id.*

The Partner Guide is similarly clear that store managers are responsible for correcting time records and verifying employees' hours worked. Er. Ex. 13, at 19-20. The Partner Guide has several other references to store managers' role in communicating with store-level employees on other pay-related issues. Er. Ex. 13, at 22-23.

8. Approval of time off

The witness testimony also establishes that the store manager is responsible for approving employee requests for time off. If the request is made before the schedule for the week is posted, the store manager makes the approval through the Partner Hours application, and if the request is made after the schedule is posted the employee must go to the store manager directly for approval.

Tr. 80-81, 261-62, 282-85, 378-80; Pet Ex. 302. *See also Buffalo I* Tr. 514-23, 606-07, 654-55, 698-99; *Buffalo II* Tr. 279-80; *Mesa I* Tr. 386-87.

The Partner Guide concurs: “The store manager posts weekly work schedules in advance so partners can plan ahead. For this reason, a partner should submit a request for planned time off from work to the store manager for approval as far in advance as possible.” Er. Ex. 13, at 17. It goes on to describe the responsibility of store managers in approving other partner time off or absences. Er. Ex. 13, at 53, 57-59.

9. Day-to-Day Work Assignments

Day-to-day work assignments are also determined at the store level. While the shift supervisors are often the “play callers” giving out daily assignments, they do so subject to the store manager’s direction and supervision. The store manager routinely directed the work assignments which the shift supervisors could tweak. Tr. 290-92, 385. The store manager would create and update the daily coverage report (DCR) setting forth the employees on duty for the day, the tasks to be completed or covered during a shift, and recommendations to the shift supervisors as to which employee would do which task. Tr. 345-48, 377-78. And the store manager determines who will be the “key holders” available on each shift. Tr. 88-89, 293-95.

The Employer attempted to undermine the independent judgment exercised at the store level by pointing to the corporate “play builder” tool which set forth work assignments to be filled. The employees, however, testified to the actual limited use of the play builder tool, as essentially only used for training purposes while a new shift supervisor was learning her job. Tr. 293-95, 348, 383, 385. In any event, the play builder tool only outlines roles to be performed and leaves the actual assignment of individual employees to the discretion of the store manager or shift supervisors. Tr. 245-46.

Again the evidence here is consistent with the earlier cases. *Buffalo I* Tr. 549, 711; *Buffalo II* Tr. 216-21; *Mesa I* Tr. 385-86.

10. Employee Coaching and Evaluations

The employee witnesses and store manager described the store manager's role to observe and develop employee performance, including during "shoulder-to-shoulder" time and more formal coaching sessions. Tr. 34-35, 36, 86-87, 297-98, 354. This, too, is consistent with the testimony from earlier hearings discussing one-on-one development conversations between employees and their store managers. *Buffalo I* Tr. 523-26, 607-08, 655, 699-700; *Buffalo II* Tr. 220-21; *Mesa I* Tr. 387-88.

The Partner Guide also describes the store manager's responsibility for employee coaching and development: "In addition to ongoing coaching, each partner will have at least two formal 1:1 Performance and Development Conversations with the manager each year." Er. Ex. 13, at 49. The store manager job description similarly requires store managers to: "Actively manages store partners by regularly conducting performance assessments, providing feedback, and setting challenging goals to improve partner performance. Manages ongoing partner performance using performance management tools to support organizational objectives." Pet. Ex. 13.

11. Resolution of Employee Grievances, Complaints, and Related Issues

Store Managers are also responsible for adjusting employee grievances and dealing with inter-employee conflicts. Tr. 261-62, 298-99, 320-22, 388. The store manager, for example, directed employees at the Superior store to bring employee problems to her. Tr. 320-22. The Employer's higher management witnesses pointed to the nationwide Partner Resource Center, which they described as essentially a call center, as another option available to employees. Tr. 103-04. The employees, however, saw that Partner Resource Center as, at best, a secondary resource. Maria Teresa Blair testified that she was only vaguely aware of it, and had never used it. Tr. 388-

89. Harris has never used the Partner Resource Center while working at the Superior store, and called it only once while working in Maine to deal with extraordinary problems at her store, including a revolving door of four store managers in six months. Tr. 299-300, 355-56. This testimony is again in line with the evidence from the earlier cases. *See Buffalo I* Tr. 526-28, 655-58, 700; *Buffalo II* Tr. 222-23; *Mesa I* Tr. 389.

The employees also had never used the national ethics and compliance office, and one employee did not even remember hearing of it before. Tr. 300, 389. Tellingly, the “Make the Right Call” poster which the Employer relied on to give notice to employees of these resources was only posted two-and-a-half weeks before the hearing in this case—after the filing of the Union petition and after the DDE and Board decision in *Buffalo I*.

The Partner Guide also discusses the role store managers should play in addressing employee issues and grievances. *See* Er. Ex. 13, at 26, 28. The Partner Guide further directs how conflicts between partners should be addressed to the store manager:

If a partner experiences a disagreement or conflict with another partner, the partner should first discuss the problem with the other partner and make every effort to resolve it in a respectful manner. If unsuccessful, the partner should seek manager assistance in resolving the matter respectfully and professionally.

Er. Ex. 13, at 45-46.

12. Other Evidence of Store Managers’ Responsibility for Labor Relations

The Employer’s Partner Guide refers in various other ways to the responsibility of store managers to engage with employees in the store regarding the various subjects of labor relations, including for the on-the-ground implementation of Employer policy:

The information that follows presents general policies and standards that are important for partners to understand immediately upon their employment with Starbucks. To review and learn more about other Company policies, standards and procedures, please talk to your manager. . . .

A partner who is experiencing symptoms such as vomiting, diarrhea, jaundice, sore throat with fever, or a medically diagnosed communicable disease must notify the manager. The manager will determine whether work restrictions apply. . . .

The partner should check with the store manager on apron standards and guidelines, such as names on aprons. . . .

For full details or questions about this policy, refer to the Global Gifts and Entertainment Standard in the Enterprise Policy Library on the Partner Hub, talk to your manager or contact the Ethics & Compliance Helpline at (800) 611-7792 or Starbucks.com/helpline. . . .

For more details on creating the Starbucks Experience for customers with disabilities, including more information on service animals, a partner should consult the Store Operations Manual or discuss with the manager. . . .

If a partner is unsure whether there is a legitimate business reason to share private, confidential, internal or proprietary information, the partner should contact the manager, the Partner Resources Support Center (PRSC) at (888) SBUX411 (728-9411), or the Ethics & Compliance Helpline at (800) 611-7792 or Starbucks.com/helpline. . . .

Partners may review their personnel records at reasonable intervals by contacting the manager. The partner may discuss concerns about the contents of the file with the manager, next-level manager or the Partner Resources Support Center at (888) SBUX411 (728-9411).

Er. Ex. 13, at 29-30, 34, 36, 41, 43.

The Partner Guide also directs that employees must maintain clear communication with store managers. *See* Er. Ex. 13, at 45. And it emphasizes that reports regarding unsafe work environment issues and other incidents must go to store managers. Er. Ex. 13, at 51-52.

13. The Role of District Managers

It is clear from the evidence described above that store managers exercise the central authoritative and responsible role for most aspects of labor relations. The district manager, by contrast, occupies a role that is at least one-step removed from the hourly employees and focused primarily on supporting the store managers.

The Employee witnesses described their very limited contact with the district manager and his very limited role in their day-to-day working lives. Despite working nearly full time usually on different shifts, the two employee witnesses here had each only seen their district manager two or three times in the five and seven months they had respectively worked before December 2021—and one of those times in December was a meeting at which the district manager expressly brought up the union organizing efforts. Tr. 264-68, 332, 368-72. Only in the last month since December 27, 2021, after the union campaign among the employees became public (and after the DDE and the Board’s denial of review in *Buffalo I*) has the new district manager had any meaningful presence at the Superior store. Tr. 70, 195, 268-69, 372. The new district manager, who started December 27, 2021, even admits that given the 11 stores in District 460 he has only on average two hours per week to be at any given store even if he might communicate with the store manager 3 to 4 times per week by text, email, phone, or a group meeting with the 11 store managers. Tr. 198, 204, 228-29.

The evidence from prior hearings similarly shows the limited role of district managers in the labor relations, management, and supervision of baristas and shift supervisors. *See Buffalo I* Tr. 543-47, 614-16, 660-61, 701-02; *Buffalo II* Tr. 229, 287-88; *Mesa I* Tr. 300-01, 345, 399-407.

The Employer’s district manager job description reflects the very limited role they have in the daily operations of the stores and hourly-employee labor relations. It repeatedly emphasizes that district managers have a working relationship with store managers, but not any other employees in the stores. *See* Pet. Ex. 11. It lists the district manager job duties including:

- Builds store manager capability to coach, develop and manage the performance of their direct reports.
- Leads a team of store managers to deliver legendary customer and partner experiences. Spends majority of time in stores observing store environments and operational effectiveness, coaching and developing store managers to achieve business goals. . . .

- Sets clear expectations, delegates and communicates key responsibilities and practices to store managers to ensure smooth flow of operations within the district.
...
- Monitors and manages district-wide management staffing levels. Ensures store manager talent acquisition and development in order to achieve and maintain district operational requirements.
- Utilizes existing tools to identify and prioritize communications and filters communications to store managers within the district. Communicates clearly, concisely and accurately in order to ensure effective operations at the store and district level.

Id.

* * *

Based on the evidence summarized above, it is clear that the store manager holds the integral role in employee labor relations, including all day-to-day supervision and management of employees' working lives. Thus, control over labor relations weighs heavily in favor of a finding that the single-store unit is appropriate here. *See Haag Drug*, 169 NLRB 877, 879 (1968) (holding that the employer can rebut single-store presumption only with specific, detailed evidence establishing that "an individual store lacks meaningful identity as a self-contained economic unit, or the actual *day-to-day supervision* is done *solely* by central office officials, or where there is substantial employee interchange destructive of homogeneity" (emphasis added)).

C. Starbucks stores operate with significant autonomy because store managers exercise considerable control over labor relations, ordering, scheduling, staffing, and operations.

With regard to the autonomy of individual stores, local autonomy includes control over labor relations, ordering, advertising, recordkeeping, and lack of functional integration. *See Bud's Thrift-T-Wise*, 236 NLRB at 1204; *Eschenbach-Boysa Co.*, 268 NLRB at 551; *Point Pleasant Foodland*, 269 NLRB 353, 354 (1984); *Hilander Foods*, 348 NLRB at 1202. Autonomy is analyzed based on who is making the "day-to-day" decisions at each store. *See Hilander Foods*,

348 NLRB 1200, 1202 (2006) (“the Employer's facilities have strong local autonomy [...] the record shows that the day-to-day decisions at Roscoe and each other facility are handled, in large part, separately within each store by the store manager”). The most important factor to establish local autonomy is control over labor relations. *See UPS Ground Freight, Inc. v. NLRB*, 921 F.3d 251, 254 (D.C. Cir. 2019) (“the Acting Regional Director reasonably relied on the significant evidence of local autonomy over labor relations matters”). The extent of store manager authority over personnel is sufficient alone to establish local autonomy of individual stores. *See Bud's Thrift-T-Wise*, 236 NLRB at 1204 (“With regard to local autonomy, we find that the individual store managers exercise considerable authority in personnel matters.”); *UPS Ground Freight, Inc.*, 921 F.3d at 254.

Here, as discussed above, the store manager exercises exclusive or substantial authority in most meaningful labor relations matters, including hiring, firing, discipline, on-boarding, training, promotions, scheduling, payroll, time-off requests, transfers, employee performance and evaluations, and handling employee grievances. *See, e.g. Er. Ex. 13*, at 15 (“The store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), shift managers (where applicable), shift supervisors and baristas. The store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions.”).

With regard to store operations and business performance generally, the Employer's district manager witness, while describing his role in overseeing store managers, conceded that store managers are ultimately responsible for creating the business plans for their stores and are responsible, and held accountable, for their individual store performance. Tr. 232-34.

The store manager and shift supervisors at the individual stores are also responsible for maintaining and ordering the store's inventory, including supplies and merchandise. Tr. 79, 261-

62, 367. Those inventory orders may be guided by corporate, computer generated benchmarks but the stores can, and do, vary from those benchmarks based on their own judgment of business needs. Tr. 300-01, 339-40, 390. *See also Buffalo I* Tr. 637-38, 703-05; *Buffalo II* Tr. 222, 224; *Mesa I* Tr. 390-91.

Store managers are also responsible for maintaining personnel and business records at the store. It is the store manager's responsibility to keep and maintain personnel records and to answer any questions about them. *See* Er. Ex. 15, at 43. The Store Manager is also responsible for all timekeeping and payroll records. *Id.*, at 19-20.

Finally, while there is no doubt that as a nationwide, branded retail chain much of Starbucks policy and operations are uniform, the store managers nonetheless retain some discretion over business at their stores to meet local business needs. For example, training is tailored to the individual store culture. Tr. 276-77, 336-37. The store manager also testified that she has some discretion to veer from the guidelines in the corporate "Siren's Eye" in order to fit her store. Tr. 29, 75-76. The store manager also has the power to authorize a sale to reduce excess inventory. Tr. 374-75. And the store manager has the power to effectively recommend changes in store headcount or early store closings. Tr. 237, 240.

D. Store managers are the highest level of authority that routinely supervise individual stores.

Supervision is another related factor, but it is distinct from control of labor relations and local store autonomy. *See Renzetti's Mkt., Inc.*, 238 NLRB at 176 ("The Employer's argument misses the mark for it is the separate supervision at each of the stores, not the independence of the local store manager, which underscores our analysis."). In a retail chain operation, localized supervision supports single-store units. *See id.*; *Red Lobster*, 300 NLRB at 912. If management above the store-level does not routinely visit and directly supervise employees at individual stores,

it demonstrates the autonomy of the store, and thus the appropriateness of single-store units. *Renzetti's Mkt., Inc.*, 238 NLRB at 176.

In *Red Lobster*, the Board determined that an area supervisor spending one day per week at individual stores did not constitute substantial supervision. *Red Lobster*, 300 NLRB at 912 (finding inadequate supervision where “[a]rea supervisors are present in each of the restaurants on average about once each week, typically for the full day. When not present, the area supervisor maintains daily telephonic communication with each of the restaurants to which he is assigned.”).

Here, as discussed above, the store manager is the only individual exercising any day-to-day supervision of employees at the Superior store. Until the end of December 2021, the unrebutted testimony of the employees has the district manager at the store at most a handful of times in more than six months—maybe as few as three times. Tr. 264-68, 368-370. This is consistent with the employee testimony from other cases regarding the limited presence of district managers in the stores and their limited contact with employees. See *Buffalo I* Tr. 543-47, 614-16, 660-61, 701-02; *Buffalo II* Tr. 287-88; *Mesa I* Tr. 300-01, 345, 405.

Even going by the testimony of the new district manager who started after the union campaign became public and after the DDE and Board decision in *Buffalo I*, he only visits each of the eleven stores in his district on average two hours per week and has three or four contacts per week total with the store manager by email, phone, or text. Tr. 195, 198, 204, 228-29. This is less than the area supervisor in *Red Lobster* who spent a full day in the store once per week and was in daily communication with each restaurant.

E. The limited amount of employee interchange (all voluntary) supports a single-store unit.

An analysis of employee interchange goes to the determination of whether there is “functional integration of a sufficient degree to obliterate separate identity” between stores. *Haag*

Drug Co., 169 NLRB 877, 877 (1968); *see Cargill, Inc.*, 336 NLRB 1114, 1114 (2001). An occasional covered shift or holiday coverage will not suffice to rebut the single-store presumption. Rather, only “substantial employee interchange destructive of homogeneity” will contribute to overcome the presumption. *Haag Drug Co.*, 169 NLRB at 878. The Board also distinguishes between voluntary and involuntary interchange and accords less weight to permanent transfers. *See Red Lobster*, 300 NLRB 908, 911 (1990) (“we find that the degree of employee interchange is minimal, and the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, i.e., it is voluntary . . . Permanent transfers [are] a less significant indication of actual interchange than temporary transfers.”). Here, there is no record evidence of anything but voluntary, *ad hoc* employee interchange of a very limited amount, thus, further supporting the appropriateness of the single-store unit.

1. All employee interchange at the Superior store is voluntary.

The Company has not, and cannot, establish a single involuntary transfer to or from the Superior store. While the Employer’s witnesses testified that theoretically an employee could be mandated to work at another store, there was no testimony from anyone that this had ever happened at Superior. The Superior store manager testified that she had never scheduled a borrowed partner at the store. Tr. 57, 90. And both employee witnesses testified that they had experiences being asked to take shifts at other stores, and declined to do so without discipline or any other repercussion. Tr. 302, 381-82. Thus, for all the record evidence shows, all employee interchange between the Superior store and any other store has been completely voluntary. This is consistent with the employee testimony in the prior cases. *See also Buffalo I* Tr. 538, 613, 706-07; *Buffalo II* Tr. 225, 286, 341; *Mesa I* Tr. 299-300, 343.

2. The amount of employee interchange at the Superior store is limited.

In order for employee interchange to overcome the single-facility presumption, it must be “substantial” and “destructive of homogeneity” in a petitioned-for unit. *Haag Drug Co.*, 169 NLRB at 878; *see Cargill, Inc.*, 336 NLRB 1114, 1114 (2001). The limited employee interchange in District 460 generally, and at the Superior store specifically, is not near significant enough to overcome the homogeneity of the workforce in the petitioned-for store.

The Employer’s own data bear this out. For example, in the Employer’s 2021 fiscal year that ended October 3, 2021, only 0.43% of shifts, and 0.32% of hours were worked at the Superior store by “borrowed” partners from another store. Er. Ex. 301(b) (Tabs “Info” & “Q8”). In the prior 2020 fiscal year going back to September 30, 2019, the numbers were only 2.29% of shifts and 1.95% of hours worked by borrowed partners. *Id.*⁷

The Employer’s expert witness’s own analysis showed that, after all of her “sensitivity” controls were applied for things such as opening and closing stores, and permanent transfers, only about 6% of the days that the Superior store was open between April 29, 2019 and December 26, 2021, had any borrowed partners working at all. Tr. 183-85; Er. Ex. 314, at 45. That is less than one day every three weeks. And that one borrowed partner could have worked for as little as four hours. Tr. 168-74, 182, 226-27. Looked at another way, the Employer’s analysis showed that overall on any given day only about 3% of the partners across the entire district are working at a store that is not their home store. Er. Ex. 314, at 5.

Notably this very limited amount of employee interchange is less than the evidence of employee interchange in the *Buffalo I* case where the Acting Regional Director for Region 3 found

⁷ The corresponding numbers for the district as a whole were similarly small. Er. Ex. 301(b), at tab “Q4”.

the amount of interchange insufficient to overcome the single-store presumption, as affirmed by the Board. *See* DDE, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. (“*Buffalo I*”) (Oct. 28, 2021), at pp. 21-22, *rev. denied by Order*, *Starbucks’s Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (Dec. 7, 2021). The amount of interchange here is also similar to or less than the employee interchange among the stores at issue in *Buffalo II* and *Mesa I* as well. *See* Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (“*Buffalo II*”) (Jan. 14, 2022), at 26-27; Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556 (Jan. 7, 2022) (“*Mesa I*”), at 16-17.

Rather than focusing on the actual percentage of hours, shifts, or days worked by “borrowed” employees, the Employer through its “expert” opinion witness attempted to focus on the number of partners who had ever worked at more than one store. For example, the opinion witness’s analysis showed that approximately 34% of employees worked at more than one store sometime between April 29, 2019, and December 26, 2021. Er. Ex 314, at 1. Or, after controlling for factors that could impact the number of partners who worked at more than one store, such as the Covid pandemic, store openings or closures, or other permanent transfers between stores, approximately 45% of workers who worked at some point for the Superior store also worked at another location. Er. Ex. 314, at 43.

Those numbers, however, are misleading. The expert’s analysis did not take into account either the frequency or duration of how often or how long an employee worked at one store or another. Tr. 170 (“None of the analyses take into account the frequency of an individual borrowing”); *see also* Tr. 168-70, 172-74, 182. Therefore, among the 45% of workers in the Employer’s numbers who worked at the Superior store and another store would be individuals who

worked as little as one four-hour shift at the Superior store over the entire time period. *See* Tr. 226-27 (district manager claiming that borrowed employees typically work a four to eight hour shift). Conversely, the numbers would also include workers such as employee Alendra Harris who worked nearly full time at the Superior store and covered only one four-hour shift at another store as a favor to a friend over an eight month period. Tr. 301-02, 325-26. Indeed, given the very low percentage of borrowed hours and shifts noted above, it is very likely that most of the partners who worked at more than one store did so very infrequently and for very few hours.

The Board made the same observation in its order denying review of the DDE in *Buffalo I*, “we observe that although the Employer has demonstrated that a significant percentage of employees work ‘at least one shift’ at another store ‘per year,’ this is not evidence of *regular* interchange sufficient to rebut the single-facility presumption, especially because the data provided by the Employer indicate that the petitioned-for stores ‘borrow’ only a very small percentage of their labor from other stores.” Order, *Starbucks’s Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (Dec. 7, 2021), at n.1 (emphasis in original) (citing *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001)).

Moreover, the percentages of partners who worked in more than one store here are in line with the numbers in the prior *Starbucks* cases that were found to be insufficient to overcome the single-store presumption under Board law. *See* Decision & Direction of Election, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. (“*Buffalo I*”) (Oct. 28, 2021), at pp. 12, 21-22; Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (“*Buffalo II*”) (Jan. 14, 2022), at 18, 26-27; Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556 (Jan. 7, 2022) (“*Mesa I*”), at 9, 16-17.

The employee interchange here is also less than or comparable to the amount of interchange found to be insufficient to rebut the single-store-presumption under Board precedent. *See Cargill, Inc.*, 336 NLRB 1114, 1114 (2001) (“In any event, we would not view 13-14 instances of interchange among 23 employees over an 8- month period as demonstrating substantial interchange sufficient to overcome the single-facility presumption.”).

Indeed here, the minimal percentage of borrowed shifts and hours at the Superior store demonstrates that over the last three years more than 95%--more than 97% in the last two years—of store hours and shifts were worked by the core group of home store employees. Er. Ex. 301(b), at tab “Q8”. This is consistent with the employee testimony at the hearing. One employee had never worked in a store other than her home Superior store in her six months of employment. Tr. 382. The other employee had worked only once at another store to cover a shift as a favor to a friend since she started at Superior in May 2021. Tr. 301-02, 325-26. They both also described their experience that borrowed partners had been used at their Superior store only in exceptional circumstances, including one all staff meeting when the new store manager started in July 2021 and a couple week period in 2021 when they were facing an extreme staffing shortage due to employee illness and departures. Tr. 62-63, 301, 303-04 391-92.

F. The geographic separation of stores supports finding a single-store unit appropriate.

With regard to geographic proximity, the Board has held that distances as short as two miles apart are geographically distinct supporting the single-facility presumption. *See Cargill, Inc.*, 336 NLRB at 1114 (“The East and West facilities are geographically separate, located two miles apart”). The Board in *Red Lobster* upheld a single-store unit where there were 13 restaurants in the Detroit-area and the “average distance between restaurants is about 7 miles, and all are located within a radius of approximately 22 miles.” *Red Lobster*, 300 NLRB at 908, 911; *see also Hilander*

Foods, 348 NLRB at 1204 (“we find that the 8 to 13 mile distance between Roscoe and the other facilities does not favor a multilocation unit here”); *cf. Jerrys Chevrolet, Cadillac*, 344 NLRB 689, 690 (2005) (finding single-facility units inappropriate where “there are no fences or barriers that separate the three contiguous facilities from one another. Customers can walk from one dealership to the next.”).

Here, the Employer seeks a combined unit comprising eleven stores across six cities. The closest store (No. 56863) to Superior is about 2.2 miles away, and the farthest store (No. 13426) is about 8.8 miles from the Superior store. The average distance of the ten other stores in the district is 5.5 miles from the Superior store. The stores in the district are as many as ten miles apart. (All distances from Google Maps.)

These distances are comparable to the distances between stores in each of the previous *Starbucks* cases finding that the geographic separation of the stores supported the single-store presumption. *See* Decision & Direction of Election, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. (“*Buffalo I*”) (Oct. 28, 2021), at 22-23; Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (“*Buffalo II*”) (Jan. 14, 2022), at 27-28; Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556 (Jan. 7, 2022) (“*Mesa I*”), at 17.

G. Differences in working conditions among stores further supports the appropriateness of the single-store unit.

The Employer contends that all wages and benefits are set at the corporate level. And there is no dispute that employee skills are comparable across Starbucks stores nationwide. This is commonplace for a nationwide, branded retail chain such as Starbucks, and it is not sufficient to overcome the single-store presumption. *See Haag Drug*, 169 NLRB at 879 (“While employee benefits have been centrally established, and the uniformity thereof is of some significance, no

greater control or uniformity has been shown here than is characteristic of retail chain store operations generally.”); *Red Lobster*, 300 NLRB at 908 (finding single-store unit appropriate even where “[p]olicies regarding wages, hours, overtime, vacations, holidays, retirement, profit sharing and employee fringe benefits are centrally established and uniformly applied at all the Red Lobster restaurants.”). *See also Exemplar, Inc.*, 363 NLRB No. 157, slip op. at 3–4 (2016); *Hilander Foods*, 348 NLRB at 1203.

Moreover, the hearing testimony shows that working conditions are not as uniform from store-to-store as the Employer would like to suggest. The operating hours—a central condition of employment—vary from store to store within District 460. Tr. 235. *See also Elmore, V.J.*, 5, 10 & *\$1.00 Stores, Inc.*, 99 NLRB at 1505 (finding single-store facility appropriate where “although wages are generally uniform throughout the district, hours of work vary from one store to another, as they depend upon custom in the local community.”).

While wages might be set at corporate levels, one employee witness here testified regarding a special individual raise she received that other shift supervisors with her seniority did not receive, thus calling into question the Employer’s claimed uniformity of wages. Tr. 372-73; 393-98. Witnesses testified that the different stores had different cultures depending on the location and customer base of the store. Tr. 336-37. *See also Lipman’s*, 227 NLRB at n.7 (noting that two nearby stores had their own “identity as a distinct economic unit by virtue of the fact that one is known as the downtown store and the other is located in a shopping mall”). And given the central role of the store manager in employees’ working lives, as discussed above, the fact that different stores have different store managers necessarily results in differences in working conditions among the stores.

Once again, considering substantially similar facts, the decisions in the earlier *Starbucks* cases each found that despite the significant national uniformity of the Starbucks chain, differences in working conditions do exist supporting the single-store presumption. *See* Decision & Direction of Election, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. (“*Buffalo I*”) (Oct. 28, 2021), at 19; Decision and Direction of Elections, *Starbucks Corp.*, Case Nos. 03-RC-285929, 03-RC-285986, 03-RC-285989, consol. (“*Buffalo II*”) (Jan. 14, 2022), at 24-25; Decision and Direction of Election, *Starbucks Corp.*, Case No. 28-RC-286556 (Jan. 7, 2022) (“*Mesa I*”), at 15.

H. The absence of bargaining history supports the single-store presumption.

There is no bargaining history at the Superior store or at any of the Employer’s stores in District 460. Such an absence of bargaining history supports the single-store presumption. *See Sav-On Drugs, Inc.*, 138 NLRB at 1034–35; *Lipman’s, A Div. of Dayton-Hudson Corp.*, 227 NLRB at 1438; *Renzetti’s Mkt., Inc.*, 238 NLRB at 176; *Eschenbach-Boysa Co.*, 268 NLRB 550, 551 (1984); *Hilander Foods*, 348 NLRB at 1202-03.

* * *

Given all of the evidence summarized above (and discussed in the prior *Starbucks* DDE’s) the least that can be said is that the Employer has not produced evidence sufficient to overcome the single-store presumption. A single-store unit at the Superior store is, therefore, necessarily appropriate under Board law.

II. Details of the Election

The Union and Employer agree that a mail-ballot election would be appropriate in this case. The Union requests that the election be held by mail ballot based on the unavailability of the store as an election site, the potential for confusion regarding a physical site outside of the store, the undue strain on agency resources to find an alternative location, and the ongoing dangers

presented by the Covid-19 pandemic under the *Aspirus Keweenaw*, 370 NLRB No. 45 (Nov. 9, 2020), standards. Notably, with the Omicron-variant wave, the dangers presented by the pandemic continue to be extremely high in Boulder County, Colorado with a daily positivity rate of approximately 16%. See <https://www.bouldercounty.org/families/disease/covid-19-information/covid-19-data-stats/covid-19-data/> (last visited Jan. 31, 2022); <https://www.nytimes.com/interactive/2021/us/boulder-colorado-covid-cases.html> (last visited Jan. 31, 2022).

In addition, a mail-ballot election is appropriate because eligible employees' work schedules are "scattered," in that they are predominantly part-time and vary significantly, and thus employees are not present at a common location at common times. See Decision & Direction of Election, *Starbucks Corp.*, Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139 consol. ("Buffalo I") (Oct. 28, 2021), at 23-25; *San Diego Gas & Elec.*, 325 NLRB 1143, 1145 n.7 (1998).

CONCLUSION

For these reasons, the Union respectfully requests that the Regional Director issue a Decision and Direction of Election ordering a mail-ballot election for the Employer's store location at 2800 Rock Creek Circle, A1, Superior, CO 80027 to be held as soon as practicable.

Respectfully submitted,

Dated: February 4, 2022

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

STARBUCKS CORPORATION

Employer

and

WORKERS UNITED

Petitioner

Case No.: 27-RC-288318

**POST-HEARING BRIEF ON BEHALF OF
STARBUCKS CORPORATION**

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I. INTRODUCTION.

Workers United (“Union”) seeks to represent all Baristas, Shift Supervisors, and Café Attendants at a Starbucks Corporation (“Starbucks” or “Company”)-owned store located at Coalton Road & Rock Creek Circle in Superior, Colorado (the “Coalton & Rock Creek” store). Starbucks contends that the smallest appropriate unit including the Coalton & Rock Creek store must also include the other ten stores in Starbucks’ District 460. Starbucks proceeded to a hearing before the Region to protect the rights of all non-supervisory hourly partners working in District 460 to vote on the question of union representation.

Although the single-store presumption is applicable to this case, the evidence presented by Starbucks during the three-day hearing between January 24-26, 2022, when analyzed in light of well-established National Labor Relations Board (“Board” or “NLRB”) case law, proves that the presumption has been rebutted because, in part, the Coalton & Rock Creek store does *not* maintain the local autonomy, control, or authority sufficient to sustain a presumptive single-store unit. All of the District 460 stores are highly integrated as a district, and follow exacting operational protocols to ensure each of the eleven district stores has the same “feel,” is similarly merchandized, uses the same customer flow, sells the same food and beverages, and overall provides the same consistent Starbucks experience customers both expect and deserve. To ensure consistent service, Starbucks employs a dedicated team of partners who are hired with the expectation that they will work in multiple stores throughout the district. And, partners routinely meet this expectation. All District 460 partners are similarly trained, perform the same roles and duties, and enjoy the exact same terms and conditions of employment. Partners are able to work in any District 460 store on any given day and, without additional store-specific training, seamlessly provide the same great customer service. By design, not happenstance, 34 percent of baristas and shift supervisors worked

in multiple District 460 stores in fiscal year 2021, and 42 percent of partners working in the Coalton & Rock Creek store were “borrowed” from other stores. District 460 partners are indeed one team and view themselves as one team.

Because District 460 operates as one functionally integrated unit with high levels of interchange, and common wages, benefits and employment terms for partners throughout the district, a single-store unit is not conducive to stable labor relations. Moreover, any decision finding a single-store unit appropriate would be improperly controlled by the extent of the Union’s organizing in violation of Section 9(c)(5) of the National Labor Relations Act (“Act”) since the facts, the law and the practicalities of the labor relations situation in District 460 mandate a single, district-wide unit.

Respectfully, the Region must not reward Workers United for using the NLRB’s process to effectively gerrymander voters. The Section 7 rights of all District 460 partners must be protected by permitting them to vote together in one District 460-wide election.

II. BACKGROUND FACTS AND PROCEDURAL HISTORY.

Starbucks operates over 9,000 retail locations across the United States to connect communities, one cup of coffee at a time. The Company’s North America retail operations are organized into twelve retail regions. (B I Tr. 110; M I Tr. 25).¹ District 460 is part of Starbucks’ Area 121 and Starbucks’ Western Mountain Region. (C I Tr. 101-103; M I Tr. 26, 117).

¹ The Region has incorporated by reference the transcripts and exhibits from the R case hearings in 03-RC-282127, et al (Buffalo I), 03-RC-285929, et al (Buffalo II), and 27-RC-288318 (Mesa I). *See* Bd. Ex. 2 in this case, 27-RC-288318. References to the Buffalo I transcripts are (B I Tr. ____). References to the Buffalo II transcripts are (B II Tr. ____). References to the Mesa I transcripts are (M I Tr. ____). References to the transcripts in this matter are (C I Tr. ____). Exhibits presented in the Buffalo I hearing are referred to as (____ Ex. XX). Exhibits presented in the Buffalo II hearing are referred to as (____ Ex. 1XX). Exhibits presented in Mesa I are referred to as (____ Ex. 2XX). Exhibits presented in this hearing, 27-RC-288318, are referred to as (____ Ex. 3XX).

“Geographically [District 460] covers from Westminster to Superior to Lewisville to Lafayette, Erie, and Broomfield,” Colorado. (Tr. 196).

Regional Vice President Andrea Streedain oversees the Western Mountain Region, and therefore has responsibility for both District 460 and the Coalton & Rock Creek store (also known as Store 10867). (C I Tr. 229; M I Tr. 25, 26). During relevant times, Regional Director Heather Canales² oversaw District 460 and reported to Streedain. (C I Tr. 195; M I Tr. 26). Jared McCarthick is the District 460 District Manager, and reports to Regional Director Heather Canales. (C I Tr. 195, 229). Prior to becoming district manager of District 460, McCarthick was a store manager within District 460, at the Midway 287 store, beginning around June 2021. (C I Tr. 195-196). Providing him with a unique perspective on store operations, McCarthick was previously an assistant store manager, shift supervisor, and barista. (C I Tr. 196).

In his current role as district manager, McCarthick is responsible for managing the portfolio of District 460 stores, overseeing store operations and the partner and customer experiences, and ensuring all District 460 stores have proper training and leadership in place. (C I Tr. 196-197, 252). Store managers report to McCarthick regarding “decisions such as store hours, discipline, promotions, transfer of partners, as well as promotion of partners.” (C I Tr. 197). McCarthick also receives and is responsible for following up with store managers on customer complaints. (C I Tr. 222). McCarthick must “ensure all partners have a great experience” and that customer service is provided in a manner that “fall[s] in line with [Starbucks] mission and values.” (C I Tr. 196).

To this end, McCarthick spends 75 percent of his time in District 460 stores. (C I Tr. 196). The amount of time spent in each store varies. (C I Tr. 254). When he is not physically in the stores, McCarthick also maintains constant contact with store managers via email, text, telephone,

² Canales’ last name was incorrectly referred to as “Canelles.”

Teams calls, and Zoom. (C I Tr. 197). McCarthick communicates with District 460 store managers between three to four times a week. (C I Tr. 198).

In addition to daily store manager connections, McCarthick holds weekly district huddle meetings, peer planning visits, and observe and coach visits. To begin, Exhibit 317 is a calendar invitation sent by McCarthick to District 460 store managers for a weekly district huddle meeting, which they are required to attend. (C I Tr. 198-201). Store managers outside of District 460 are not required or even invited to attend. (C I Tr. 201). District Manager McCarthick determines what will be covered in these huddle meetings. (C I Tr. 251). In District 460, the purpose of these huddles is: “to discuss planning of partners, goals for the week and for the quarter,” and the needs of store managers. (C I Tr. 199). The District Manager determines how frequent the huddles will be. (C I Tr. 251). Prior to the Colorado wildfires, these district huddles were held on a biweekly basis, and this was the practice biweekly since at least June 2021, when McCarthick began working as a store manager in District 460. (C I Tr. 200-201).

In addition to district huddles, McCarthick also conducts peer planning visits and observe and coach visits. Peer planning visits cover “promotions, key learnings, and [the] agenda for the upcoming period or promotion[.]” (C I Tr. 201). He conducts peer planning visits every two to five weeks, “with individual store managers” which “corresponds with the period planning kit” thus ensuring oversight and support over each period planning. (C I Tr. 202, 231). These peer planning meetings are limited to District 460 stores. (C I Tr. 254).

Like peer planning visits, observe and coach visits are routine meetings between the district manager and store managers. The purpose of observe and coach meetings is to discuss individual store plans. McCarthick requires each store manager within District 460 to submit a store plan. (C I Tr. 254). Store plans are agreed upon by the district manager and store manager, and both are

held accountable for the performance of the store. (C I Tr. 231, 233). Store managers have some judgment when preparing the plan, but that is in “conjunction with” district manager “observations” and “visits.” (C I Tr. 234). “Observe[] [and] coach visits are follow up visits based off of the . . . store goals that they've created so that [the District Manager] can continue to support their development and the help of the store manager’s action plans . . . agreed upon.” (C I Tr. 202). Critically, a district manager outside of District 460 would not conduct these observe and coach visits in District 460 stores. (C I Tr. 202-203).

As demonstrated through evidence presented at the hearing, individual stores in District 460 do not have sufficient local control over their operations or labor relations to justify a single-store unit. All District 460 stores operate according to heavily detailed operational plans, devised at the national level, which include details as minute as to the exact location of a cake pop in a food display. These details are what ensure that all customers receive the same Starbucks customer experience of products and service, regardless of the store they frequent in District 460. Store operations are further driven by Starbucks’ heavy reliance on technology that forecasts customer demand across District 460, and schedules partners to work based on the forecasted demands and partners’ availability. All District 460 stores share the same consistent décor and receive the same products and supplies from the same vendors via the same supply logistics network. By design, all District 460 stores operate according to the exact same protocols without variance. District 460 store managers do not have any ability to deviate from these policies and procedures. (C I Tr. 105, 254).

Further by design, the record shows that all the partners who work across the District 460 stores share the same exact terms and conditions of employment regardless of the store in which they may work on any given day. Starbucks designed its operations to enable its partners (most

of whom are part-time) to work in any store, at any time, to meet its operational needs. In fact, for that reason, Starbucks hires its partners with the express understanding that they may work in any District 460 store. In fact, the Partner Guide (Er. Ex. 13, at 16), which is issued to partners at orientation and is available for reference at the stores, expressly provides: “Depending on business needs, a partner may be assigned to work at a Starbucks store other than the normal place of work, and the partner will be expected to do so.” Consistent with this policy, Store Manager Annie Wong testified that this is her expectation of partners working in the petitioned store, as was expected of her when she was a barista and shift supervisor in District 460. Because the District 460 stores operate under the same protocols and all partners district-wide share the same exact terms and conditions of employment, there is extensive partner interchange and partner contact across the entire district.

Finally, although the Region has recognized that various petitions are pending in other Regions, and although Starbucks has deployed national policies and technology tools to standardize operations across the United States, there are critical differences in how other places are managed versus how District 460 is managed, as well as varying levels of partner interchange. These differences are driven, at least in part, by the discretion of the District Managers in how they approach the particular facts and circumstances arising in their districts – sometimes referred to by Starbucks as the “District Manager Approach.” These differences reflect not only Starbucks’ centralized management of stores at the market or district-level, but also require the Region to independently analyze the facts and circumstances of this case, particular to District 460.

Accordingly, Starbucks believes that the Union seeks an inappropriate single-store unit, and that the only appropriate unit is one covering all Baristas, Shift Supervisors, and Café Attendants working across District 460, defined as follows:

Included: All full-time and regular part-time hourly Baristas, Shift Supervisors, and Café Attendants employed at the Employer's stores located in District # 460.

Excluded: All supervisory employees including Store Managers and Assistant Store Managers, office clerical employees, professional employees, guards and supervisors as defined by the Act, and all other employees.

Further, because the evidence establishes that Starbucks employs a large number of irregular, part-time partners in District 460, and 42 percent of all partners who work in the Coalton & Rock Creek store are partners from other stores, any employee who has worked at least four hours per week in the calendar quarter preceding the eligibility date should be eligible to vote. *Davison-Paxon*, 185 NLRB 21, 24 (1970).

The Region conducted a hearing regarding the unit scope on January 24, 25, and 26, 2022. Both Starbucks and the Union called numerous witnesses and introduced exhibits during the hearing, and are now provided the opportunity to submit post-hearing briefs summarizing their respective positions.

III. THE ONLY APPROPRIATE UNIT IS ONE COMPRISED OF ALL STORES IN DISTRICT 460.

The totality of the evidence before the Region rebuts the single-store presumption and requires the conclusion that the only appropriate unit is one that consists of all Baristas, Shift Supervisors, and Café Attendants working in District 460. Under current Board law, a single-store bargaining unit is presumed to be appropriate in the retail chain setting. In order to rebut that presumption, a party must negate the separate identity of the single-facility unit. *Red Lobster*, 300 NLRB 908, 910 (1990). To determine whether the single-facility presumption has been rebutted, the Board analyzes the following community of interest factors: (1) the extent of central control over daily operations and labor relations, including the extent of local autonomy; (2) the functional coordination in operations between locations; (3) the similarity of partner skills, functions, training and working conditions; (4) the extent of common wages, benefits and other terms and conditions

of employment; (5) the degree of partner interchange; (6) the geographic proximity between locations; and (7) the parties' bargaining history, if any exists. *See Trane, Inc.*, 339 NLRB 866, 867 (2003); *McDonald's, Inc.* 192 NLRB 878, 880 (1971); *see also Foodland of Ravenswood*, 323 NLRB 665, 666 (1997); *Red Lobster*, 300 NLRB at 910.

As set forth below, the evidence proves that the single-store presumption has been rebutted in this case by establishing that: (1) Starbucks centrally controls the daily operations and labor relations of the District 460 stores such that individual stores and store managers have little or no autonomy; (2) there is extensive functional coordination in operations between District 460 locations; (3) partner skills, functions, training and working conditions are nearly identical across District 460 and are primarily controlled by centrally promulgated policies and procedures; (4) common wages, benefits and other terms and conditions of employment are the same across District 460; (5) there is a high degree of partner interchange across the district; (6) District 460 stores are geographically proximate to one another; and (7) although the parties have no formal bargaining history, there is a uniformity of partner interests throughout the market.

A. Starbucks Controls the Daily Operations of All District 460 Stores at the District Level or Higher.

A single-location unit is not appropriate because individual stores in District 460 lack sufficient control over daily operations or labor relations; rather, such control primarily lies at the district level or above and applies to all stores in District 460. *See, e.g., Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002); *Super X Drugs of Ill., Inc.*, 233 NLRB 1114, 1114-15 (1977); *Kirlin's Inc. of Cent. Illinois*, 227 NLRB 1220-21 (1977). Facts supportive of a multi-location unit include evidence that decisions such as store layout, products, pricing, merchandising, purchasing, daily operations, and scheduling, are made on a multi-store basis rather than a single-store basis. *See, e.g., Super X Drugs*, 233 NLRB at 1114. Further demonstrating the lack of local autonomy vested

in store managers, the evidence shows that shift supervisors, who are included in the petitioned-for bargaining unit, share many of the duties on which the Union relies to establish local autonomy. Thus, such duties cannot serve as evidence of discretionary local autonomy since they are performed by partners the Union contends are not supervisors within the meaning of the Act.

Here, the evidence proves that Starbucks controls the operations and labor relations of the Coalton & Rock Creek store and all other District 460 stores at the district manager-level or above. Store managers have very narrowly limited control over operational or labor decisions, and even the bulk of that control is shared with shift supervisors, thus further militating against a single-store bargaining unit.

1. Operational Decisions are Controlled at the District Level and Above.

The evidence demonstrates that store planning, design, layout, maintenance, supplies, merchandising and promotions are all controlled by policies and procedures applicable to all stores in District 460. Individual store managers have no control over these operational issues.

a. Store Planning, Design, Layout and Maintenance are Centrally Controlled at the District Level and Above.

All decisions about whether and where to build new Starbucks stores, and whether to close, remodel, or relocate current stores, are made at the district level and above. (B I Tr. 53-56, 63, 185; M I Tr. 86-87; 132). In the Western Mountain Region, decisions to open or close stores are made through collaboration between Starbucks' corporate operations team, the store development team, the real estate team, and the market planning team with input from Regional Vice President Streedain. (M I Tr. 123, 125-128, 132). Starbucks also has centrally determined guidelines for the ratio of stores to people in a particular area—it plans for density of 10,000 people to one store. (M I Tr. 119). Starbucks has centrally developed a prototype store design that represents Starbucks' brand and includes specific equipment and other layouts to drive store efficiencies. (M I Tr. 125).

Starbucks' centrally determined design and layout requirements are only modified to meet landlord requirements. (M I Tr. 125). Store managers do not have any input into store location, design, construction, size, layout, décor, equipment, or whether or when a store will be remodeled. (M I Tr. 87-88, 95-97, 132, 161).

If a store needs a piece of equipment or repairs, a shift supervisor, assistant store manager, or store manager submits a digital work ticket to an electronic system, which is then taken up by Starbucks' facilities management team. (M I Tr. 86-87). Starbucks' facilities team locates and schedules the vendors and handles vendor payments. (*Id.*). The local store has no discretion as to when or how the ticket is resolved. (*Id.*).

Relatedly, permanent store closure decisions are made by a committee composed of high-level representatives involving Store Development Director Karen Gleason Parrott, Regional Vice President Streedain, and the store development, finance, market planning, and legal teams. (B I Tr. 182; M I Tr. 114, 132). Again, individual store managers play no role in the decision as to whether their store will remain open or be closed. (B I Tr. 181-183; M I Tr. 132). Within District 460, there are a number of stores that have opened or closed in recent years and, as Parrot's credible testimony shows, store managers were not involved in the decision to close any of them. (Tr. 136; C I Ex. 302).

b. Products, Supplies, Merchandising, and Promotions are Centrally Controlled at the District Level or Above.

Starbucks creates and implements detailed operational protocols to ensure customers receive the same Starbucks experience regardless of the store they visit on any given day. Customer flow, product selection, and services are highly orchestrated within the District 460 stores. Simply put, as consumers we all know that we will receive the same great beverages, food, and experience

no matter which Starbucks we enter – that is a product of extensive, centralized design and control over store operations.

All District 460 stores utilize the same products and supplies. Decisions as to what products will be sold and what supplies will be utilized in District 460 stores are made by Starbucks' centralized supply chain and product teams. (B I Tr. 70; M I Tr. 58, 84-85, 108). Menus are set outside of the stores and are consistent across all District 460 stores. (B I Tr. 82-83; M I Tr. 56-59; C I Tr. 31). Again, Store Managers have no role in this process; they do not determine what products will be sold at their assigned stores, and they cannot vary from Starbucks' pre-determined product offerings. (B I Tr. 70-71, 82-83; M I Tr. 56-59; C I Tr. 31, 390, 399). In fact, food ordering is completely automated. (C I Tr. 399).

Store promotions also are determined on a centralized basis, and Store Managers cannot decide to opt out of promotions or hold their own promotions. (M I Tr. 156). Every twelve to thirteen weeks, Starbucks headquarters issues a planning period guide nationally and to all District 460 stores. (B I Tr. 351; M I Tr. 56-59). The planning guide includes in-depth discussions of the promotional items to be showcased during the planning period, special food or drink items to be offered at all stores, as well as instructions on how to implement the new promotional items. (B I Tr. 351). It also covers store signage, which is centrally produced by Starbucks' creative studio. (M I Tr. 156-157). All District 460 store partners are required to adhere to the planning guide's directives on how to prepare seasonal food and beverage items and display such items. (B I Tr. 351-352; M I Tr. 56-59). Individual stores and store managers execute the prescribed plans, and the district manager is directly involved in such launches. (M I Tr. 406-407). Store managers do not have the authority or autonomy to deviate from the planning guide procedures, they may not

decline to participate in “promo” periods, and they have no control over the products and merchandise offered by the store during these periods. (B I Tr. 351; M I Tr. 56-59).

Guiding each promotional period, the Siren’s Eye is a planning tool provided by corporate (B I Tr. 295-296; M I Tr. 57, 158-159), outlining new promotions, to ensure consistency in appearance “between all stores.” (C I Tr. 29). Through the Siren’s Eye, Starbucks’ extensive centralized operational control drills down to the details of which coffees will be brewed in its District 460 stores each week, how food will be displayed, and how food and beverage items are presented. (B I Tr. 86; M I Tr. 56-59, 158-159; CO I Tr. 31). The current promotional period and corresponding Siren’s Eye is “winter” (C I Exs. 303, 304, 305).

The Siren’s Eye tool identifies and dictates exactly how and where each store displays its merchandise. (B I Tr. 295-296; M I Tr. 57-59, 158). Each Siren’s Eye has an effective date determined by Starbucks headquarters, and the document includes visual layouts providing direction on things such as where bottles of water are placed, how many cake pops are displayed in the food case and where they are placed, and the temperature at which merchandise should be maintained. (B I Tr. 101-102, 356, 358-359, 295-296; M I Tr. 56-59, 158-159; Er. Exs. 21, 207). All District 460 partners receive and implement the Siren’s Eye at the same time. (M I Tr. 57). Store Managers do not participate in the creation of the Siren’s Eye and cannot vary from the operational guidelines set forth in the Siren’s Eye. (B I Tr. 80, 83; M I Tr. 56-59, 159). The role of the store is to execute on the carefully designed plans so customers have a consistent experience in whichever store they visit.

As Store Manager Wong credibly testified, she follows the Siren’s Eye “all the time.” (C I Tr. 31). Other District 460 stores also follow the Siren’s Eye. (Tr. 30). In fact, the credible record shows that store managers within the District routinely visit stores other than their home stores,

and provide assistance to fellow store managers on how to follow the Siren's Eye. (C I Tr. 33). The "only" variation from the Siren's Eye is "the merchandise wall" based on "store layout and what [merchandise] the store has." (C I Tr. 32, Ex. 304). Still, these adjustments must "look[] familiar to the Sirens Eye." (C I Tr. 29, 32).

Relatedly, individual Store Managers have little or no discretion or input on product or supply pricing, procurement, invoicing, or purchasing. (B I Tr. 70-71, 350-351; M I Tr. 56-59, 153). Pricing is handled by the "pricing team" at the market, regional or national level, not at the store level. (B I Tr. 350-351; M I Tr. 59). All procurement, invoicing, and payment of food and beverage items are processed by the Starbucks supply chain team on a district-wide basis. (B I Tr. 70-71; M I Tr. 84-85). Product and supply orders for all stores in District 460 are placed on a district-wide basis. (B I Tr. 70-71; M I Tr. 84-85). In fact, the District 460 stores purchase the same products from the same vendors, the products are shipped from the same warehouse utilizing the same delivery trucks, and the invoicing for products and supplies is handled by the same centralized resource. (M I Tr. 84-85, 153-155; *see also* B I Tr. 65-66, 70-73, 75). Store Managers cannot order products beyond those specified by Starbucks, cannot exceed limits on certain products, cannot change distribution centers for their stores, do not plan delivery routes, and do not determine product pricing. (M I Tr. 153-156).

Starbucks also uses engineering tools to automatically replenish all packaged food, packaged coffee, merchandise, and gift cards. (C I Tr. 399; M I Tr. 84-85, 151-153; B I Tr. 346). New inventory arrives without any orders or requests from individual stores, and stores *cannot* adjust their orders for certain products. (C I Tr. 399; M I Tr. 84-85; B I Tr. 346-347). The Company also has an auto-shipment process for select food and beverage items, and it has plans to make beverage and paper product orders automated as well. (C I Tr. 399; M I Tr. 84-85, 153; B I Tr.

346-347). Thus, new and seasonal items are automatically shipped to each store without any interaction from the store manager. (M I Tr. 84-85; B I Tr. 346-347).

For those products not covered by automated shipment, all stores use the same inventory management system (“IMS”) that automatically suggests order quantities based on order history. (M I Tr. 84-85, 150; B I Tr. 74, 345-346). This “par builder” determines each store’s appropriate order and inventory needs based on sales history, forecast, and trend data. (B I Tr. 345-346; M I Tr. 84-85, 108, 150). There are also “suggested order quantities,” or SOQs for each store, which are designed to minimize the need for human input in inventory orders. (M I Tr. 151-153; B I Tr. 346). If the inventory is accurate, and the counts are right, then the IMS works with very little input from store-level management. (M I Tr. 152; B I Tr. 346). Although store managers, assistant store managers, and shift supervisors have some ability to make changes in the IMS, any changes can be made only within parameters centrally established by Starbucks. (C I Tr. 398; M I Tr. 153; B I Tr. 123-124). Starbucks seeks to limit the input local stores can make into the system because inventory quantities are determined based on previous trends, product mix, sales forecasts and other factors. (M I Tr. 152; B I Tr. 346-347; C I Tr. 398). The limitations on local stores’ ability to modify ordering are intended to ensure sufficient inventory of supplies exists for other stores to meet customer demand throughout District 460, not just at an individual store.

Moreover, the fact that shift supervisors can modify orders demonstrates the lack of discretionary local autonomy in this area since this is a task performed by assertedly non-supervisory employees. In fact, according to shift supervisor Alendra Harris: ordering inventory is “considered something that the shifts [supervisors] should be taking care of.” (Tr. 341).³ And according to shift supervisor Maria-Theresa Blair, she “place[s] the order for what is expected to

³ Starbucks partners commonly refer to shift supervisors as “shifts” or “SSVs” (C I Tr. 60, 267).

come in depending on the specific store needs.” (C I Tr. 300-301). When asked how she determines specific store needs, Blair testified she will “personally assess” whether deviations from automated orderings are necessary based on her training and store ordering trends. (C I Tr. 300-301).

2. Labor Relations Decisions are Controlled at the District Level and Above, Not at the Individual Store Level.

Labor relations also are centrally controlled at the District 460 level or above through the regular and substantial interaction of the District Manager with each of the stores, and Starbucks’ nationally deployed policies and technology tools. Specifically, the District 460 District Manager frequently communicates with the store managers and is in the stores two to three times a week. (C I Tr. 196-197, 204, 254). McCarthick has required weekly huddle meetings with all of the District 460 store managers, as well as promotional planning meetings and observe and coach visits. (C I Tr. 198-201, 251, 199, 231, 234, 254). As the evidence discussed below demonstrates, virtually every major decision with respect to labor relations is handled at the District Manager level and above.

a. Staffing Needs are Determined on a District-Wide Basis Utilizing the Partner Planning and Partner Hours Tools.

The staffing needs of all stores within District 460 are centrally determined at the District Manager level and above, including partner staffing levels and the amount of hours available. (C I Tr. 210, 211). District managers, including McCarthick, review the staffing and labor hours for each store in the district weekly through information generated by the Partner Hours tool. (C I Tr. 238-239, Ex. 319; M I Tr. 43-44, 94-95, 149). The Partner Hours tool and the Partner Planning tool work hand-in-hand to forecast customer demand across District 460 on a per store basis, determine the number of partners to be scheduled in a particular store in the district, and determine

a forward-looking forecast of how many partners may need to be hired. (C I Tr. 52, Ex. 319; B I Tr. 218; M I Tr. 94-95, 149-150, 245-246).

The Partner Planning Tool sets forth District and specific store staffing needs, which the district manager, Jared McCarthick, discusses with the store managers to help find appropriate staffing. (C I Tr. 210). Store managers in District 460 do not have the authority to vary from the partner counts or hours, and any such deviations appear in a labor report generated to the district manager, McCarthick. (C I Tr. 211, 254). McCarthick has the ability to review variations as soon as the store manager posts the schedule for viewing, and he can also check Partner Hours. (C I Tr. 238-239). McCarthick discusses any such deviations with the store manager and the store manager is held accountable for deviations. (C I Tr. 211; Ex. 319). He has only allowed deviations when first discussed with him and considered as part of a forward moving plan. (Tr. 239). In fact, McCarthick has overruled store manager deviations from the amount of hours allotted in the Partner Planning Tool. (C I Tr. 238-239). A store manager's failure to adhere to the appropriate partner hours results in performance management. (C I Tr. 252).

b. Applications and Hiring are Handled on a District-Wide Basis.

Starbucks obtains and processes employment applications on a centralized basis. Applicants for barista and shift supervisor positions are received through Starbucks' career website. (C I Tr. 225, 271, 296-297, 363; B I Tr. 224-234, 245-257; M I Tr. 64, 248). All applicants complete the same job application on Starbucks' website and answer the same pre-screen questions. (C I Tr. 224, 271-273; B I Tr. 224-234, 256-257; M I Tr. 63-65, 248-249; Er. Exs. 8-9). After applicants pass the pre-screening process, their information is entered, centrally stored and remains active in Starbucks' hiring platform called Taleo. (C I Tr. 38-39; B I Tr. 233-234, 236-238; M I Tr. 63-64). Taleo allows store managers to see which other stores candidates apply to,

which sometimes includes more than one store. (C I Tr. 40). Working closely together, store managers within District 460 discuss applicants on a “day-to-day basis.” (C I Tr. 48)

Also unique to District 460 is the manner in which store managers and the district manager work together in hiring baristas and shift supervisors. (C I Tr. 199, 248). District Manager McCarthick conducts weekly District huddles for store managers, and these huddles cover the subjects of hiring and partner planning needs. (C I Tr. 28-29, 49, 71, 199). And in District 460, store managers “always discuss” hiring together. (C I Tr. 43; Er. Exs. 307-309). Beyond district-wide planning, at the expectation of the district manager, store managers conduct interviews of baristas and shift supervisors together. (C I Tr. 41, 82; Er. Exs. 307-309). When coordination is not possible due to conflicting schedules, Store Manager Wong refers candidates for a second interview with another store manager. (C I Tr. 41). In fact, of the twenty-five candidates Store Manager Wong has interviewed and hired, twenty-three of them were interviewed by a second store manager. (C I Tr. 81). Wong testified in detail to the two-store-manager interview process and provided several concrete examples of this district-wide practice. (Exs. 307, 208, 209).⁴

Union witness testimony did not discredit the fact that barista and shift supervisor interviews are conducted by two store managers in District 460, nor the level of involvement by District Manager McCarthick. In fact, such involvement has either been consistent with the experience of these witnesses, or they lacked knowledge as to whether this was indeed the practice. Blair testified that when she interviewed for a barista and shift supervisor position, she was

⁴ The hiring process in District 460 also comports with corporate standards. In District 460, store managers conduct interviews of each candidate according to a pre-established script of questions. (Ex. 10, 11; C I Tr. 40-41). After an offer is extended, Starbucks personnel outside of District 460 process a background check. A candidate who passes the pre-screening assessment and is offered employment (contingent upon background check), still may not become a partner if the background check does not clear. (C I Tr. 272; B I Tr. 241).

interviewed by two store managers. (C I Tr. 364: “Elyce had mentioned that I needed to also have an interview with the store manager who was going to be taking her place, who was Annie Wong.”). As part of the career progression to shift supervisor, Blair was also interviewed by two store managers in addition to Store Manager Wong. (C I Tr. 386). Although Harris claimed that she “usually” witnessed “one-time interviews,” she conceded during cross-examination that second interviews could have occurred without her knowledge and that she did not know if District Manager was involved in hiring decisions. (C I Tr. 354). As such, her generalized testimony does not impact Starbucks’ evidence demonstrating that hiring occurs at the district level.

c. Promotions are Controlled on a District-Wide Basis.

With respect to promotions, the evidence is clear that promotional decisions from barista to shift supervisor role are made at the district level. McCarthick is involved in the approval of all consequential promotions, including promotion to the positions of shift supervisor. (C I Tr.197, 224). And in District 460, it is the expectation that two store managers conduct shift supervisor interviews. (C I Tr. 248).

Moreover, Starbucks implemented a Career Progression process in early 2021 whereby partners interested in promotion must apply for available positions through Taleo and the progression process is centralized at the district level or above. (B II Tr. 57-58). Pursuant to the Career Progression process, store managers are not involved in job promotions for baristas and shift supervisors. (B II Tr. 57). Rather, partners apply for available promotion positions through Taleo. (B II Tr. 57-58).

For instance, when Blair first applied to Starbucks, she was not offered a shift supervisor position because one was not available and Store Manager Wong lacked the authority to create one for her. (C I Tr. 374). She was hired as a barista and encouraged to apply for a shift supervisor position if and when one became available in the district (C I Tr. 369). When a shift supervisor

position became available at the store, Blair testified that Store Manager Wong told Blair “to send her my current resume to then send to Chris, who was the acting DM.” (C I Tr. 494). In addition, Blair testified that the then-district manager was expressly aware of and commented on her candidacy for shift supervisor, asking questions such as if her if she felt ready to advance, and she told him that she did. (C I Tr. 369). Following consideration by the then-district manager, around August 2021, Blair was interviewed by “two different store managers at two different locations, but both within the district.” (C I Tr. 386). Shift Supervisor Harris similarly testified that she was interviewed by two other store managers for the shift supervisor position. (Tr. 296-97). In short, while Blair testified it was Store Manager Wong who informed her of her promotion, the involvement by both the district manager and two additional store managers aside from Wong, demonstrate that shift supervisor hiring decisions are made at the district, not individual store, level.

d. Hours of Work and Schedules Are Determined on a District-Wide Basis, and Partners Cover Shifts in Multiple Stores.

The Inventory Management System allows the district manager to oversee store hours. (C I Tr. 207-209). Any changes to the store hours for each store in District 460 are set by the district manager. (C I Tr. 49, 146). Store managers do not have the ability to set or change hours or to close stores; all such decisions must be approved by the district manager, including in emergency scenarios. (C I Tr. 207-209, 236; Ex. 318). Changes in store hours necessarily impact partner hours, by either lengthening or shortening them. (C I Tr. 209-210).

Partner Hours is a scheduling “application” tool that store managers use to “build [the] schedule.” (C I Tr. 52). Partner Hours significantly curtails the discretion of store managers making the schedule because it provides a recommended staffing level to follow, which Wong follows. (C I Tr. 53, 205). Although Store Manager Wong “inputs the punches” and approves

“time off request”, this is not evidence of local store autonomy because there is no discretion involved—all partners have already designated their available work times, and the schedule identifying the shifts that need to be covered was generated by Partner Hours. Further limiting store manager discretion is the fact that District Manager McCarthick oversees District 460 store managers, including Wong, ensuring they comport with these District standards. (C I Tr. 205). Indeed, such a purely administrative task does not support a finding of local autonomy.

The Union failed to present a single witness to credibly rebut these facts. All of the Union’s witnesses presented conclusory and/or speculative testimony. For example, Shift Supervisor Harris testified she believed she knew what Store Manager Wong did to create the schedule, but “never had like, my eyes on [Store Manager Wong] actively” making it. (C I Tr. 377). Such speculative testimony that is not based on personal knowledge should be given no weight.

e. Personnel Policies are Centrally Promulgated and Applicable to all Partners in the District.

Starbucks’ heavily centralized control carries through its personnel policies. All partners in District 460 are subject to the same personnel policies, as crafted by a human resources team in Seattle. (C I Tr. 54-55, 77; M I Tr. 90-92; B I Tr. 277, 389). The Partner Guide is given to all partners in District 460 when they begin work, and it contains all employee policies and procedures. (C I Tr. 54-55, 77; Er. Ex. 13).

Likewise, the Operations Manual was developed centrally at the corporate level and contains policies and procedures applicable to all U.S. partners. (M I Tr. 90-91). The Operations Excellence Field Guide, which was also developed at the corporate level, applies in all of the stores Regional Vice President Streedain oversees, and it describes all of the roles, routines, and resources necessary for store operations, outlines the roles and responsibilities for all positions, identifies the tools and resources each position should leverage, and demonstrates how the various positions

work together to deliver a consistent customer and partner experience. (M. I Tr. 90-91). In addition, all hourly partners have access to the same Partner Resources Support Center for human resources information and support, regardless of the store in which they work. (C I Tr. 108; M I Tr. 91; B I Tr. 389).

f. Partner Work Assignments are Centrally Determined by the Play Builder Tool, and Store Managers Have No Meaningful Discretion Over Such Assignments.

Even routine work assignments are managed at the corporate level. The stations to which a partner is assigned during a shift are decided by a technology tool called the “Play Builder,” which was developed at the corporate level. (C I Tr. 218-220, M I Tr. 89-90, 92; B I Tr. 354; Er. Ex. 320). The Play Builder tool utilizes data to make projections of the daily store work flow, the product mix, the number of partners scheduled to work, and makes recommendations for where partners should be placed in the line layout and what tasks they should be asked to complete. (M I Tr. 89-90, 92, 327-328; B I Tr. 91, 354; Er. Ex. 320). In practice, the Play Builder tool is used to assign different partners to particular roles and routines (C I Tr. 218-220), which vary based on day of the week, time of day, the number of partners working, and sales history. (C I Tr. 218-220).

Supporting Starbucks’ assertion that work assignments are primarily administrative in nature, shift supervisors, rather than the Store Manager, are typically the Play Caller. In District 460, the Play Caller is the partner who uses the Play Builder tool, and this partner is typically a shift supervisor. (C I Tr. 254). In fact, Harris specifically admitted that as Play Caller, “sometimes, yes” the shift supervisor will even give assignments to the Store Manager. (C I Tr. 295). The fact that petitioned-for unit shift supervisors make such assignments, including to the store manager, further demonstrates that the assignments are not evidence of local autonomy sufficient to avoid rebuttal of the single-store presumption. (C I Tr. 292) (according to Shift Supervisor Harris, the

“shift supervisor . . . with sometimes the guidance from the store manager can decide who does what.”).

Moreover, it is District Manager McCarthick’s expectation that partners use the Play Builder Tool (C I Tr. 221), and he has personally observed the tool being used. (C I Tr. 245). According to District Manager McCarthick, failure to use the Play Builder tool would result in performance management. (C I Tr. 252).⁵ Although Harris and Blair testified they no longer use the Play Builder, this is based on their prior experience using the tool, and their knowledge of the various plays and there is no evidence that the Store Manager or District Manager gave them permission to stop using it. Shift Supervisor Harris testified she used the tool at the beginning of her tenure because she was “quite intimidated” by the “work” (C I Tr. 348), and “was a little uncertain where to place people.” (C I Tr. 294). Similarly, Shift Supervisor Blair testified: “I referenced it until I was able to learn the positions.” (Tr. 383).

g. Disciplinary Matters are Centrally Determined and Store Managers Have No Discretion to Alter Them.

Further evidence of centralized control is the implementation of partner discipline. Starbucks utilizes yet another technology tool, Virtual Coach, to ensure that discipline is consistently administered across its stores. Virtual Coach was designed to address the high frequency of partners working in multiple stores. Starbucks wanted to ensure that each partner is managed in the same way and subject to the same disciplinary policies and procedures regardless of the stores in which such partner may work. (B I Tr. 280, Er. Ex. 22; M I Tr. 254). Virtual Coach “creates consistency due to the amount of partners that we have working across stores . . . so that

⁵ The Union’s witnesses were wholly unable to rebut this credible testimony. The most they could muster was an admission that they were unaware of whether leaders, namely Store Manager Wong, knew they were not using the Play Builder Tool as is required. (C I Tr. 295, 384).

each manager is managing each partner the same when there are violations in policy or behavioral issues” that are inconsistent with Starbucks standards. (B I Tr. 280).

All Store Managers in District 460 are expected to use Virtual Coach. (C I Tr. 215, 243, 255). Virtual Coach prescribes the expected outcome for specific partner behaviors. (M I Tr. 71-75, 255; Er. Ex. 22). Thus, when baristas or shift supervisors have an attendance, conduct or performance issue, store managers are required to log on to Virtual Coach, and input information specific to the partner and conduct at issue. Virtual Coach then processes the information and determines the level of discipline to be issued. (C I Tr. 215; B I Tr. 279-280, 387, 481; Er. Ex. 22; M I Tr. 71-75). For example, if the underlying conduct involves poor attendance, Virtual Coach guides the Store Manager through a series of “yes” and “no” questions based on the Company’s attendance and discipline policies. (Er. Ex. 22). Virtual Coach asks the store manager whether the partner’s conduct arose from “extenuating circumstances” or whether the partner is on “leave.” It also asks whether the partner has received any “corrective action” on the attendance policy before, and if so, what level and when. Thus, Virtual Coach identifies which policies have been violated and tells the store manager what to do. In District 460, store managers are required to follow Virtual Coach and do not have discretion to ignore its directives. (C I Tr. 215).

Relatedly, store managers are reminded via Virtual Coach to contact their district manager, who is involved in all final written warnings and separations for District 460 partners. (C I Tr. 216-217; Er. Ex. 22).⁶ Virtual Coach may also inform store managers to contact the Partner Relations team for assistance. (M I Tr. 73). When contacted by store managers, District Manager McCarthick specifically asks if they used the Virtual Coach tool and/or consulted with Partner

⁶ Moreover, the corrective action form utilized in District 460 and throughout the country was centrally created at the corporate level. (C I Tr. 215-216; Er. Ex. 18).

Relations. (C I Tr. 255). Together, prior to deciding to issue a final written reprimand or separation, the store manager and district manager reach a conclusion on appropriate discipline, to the extent supported by performance and previous policy violations. (C I Tr. 243). And, if a partner feels like they have been disciplined improperly, they can appeal the decision to the Partner Relations team, which has the authority to change the decision. (C I Tr. 107). Involvement by the district manager and Partner Relations team, including final sign off by the district manager, rebuts the presumption of local autonomy on the issue of partner discipline.

Union witnesses working in District 460 knew very little about the disciplinary process, having not been disciplined themselves. (C I Tr. 318-319, 387). Shift Supervisor Harris merely testified she “believes” store managers can issue disciplinary actions to baristas “to some level.” (C I Tr. 262). Likewise, Shift Supervisor Blair was not aware of Store Manager Wong issuing discipline to any partners. (C I Tr. 387-388). Accordingly, their testimony is not evidence of local store autonomy and should be accorded no weight.

h. Partners’ Workplace Concerns are Centrally Handled at the District Level and Above.

Starbucks utilizes the Partner Resources Support Center (“PRSC”), which acts as a national call center to address incoming partner complaints and questions for all U.S. partners. All District 460 partners are provided with contact information for the PRSC via the Partner Guide and the Make the Right Call Poster posted in the stores in District 460 (C I Tr. 34, 104; M I Tr. 91; B I Tr. 282; Er. Exs. 13, 306). The “Make the Right Call” poster is a corporate document directing baristas, shift supervisors, and café attendants to the contact information of the store manager, district manager, regional director, partner resources manager, and regional vice president, based on particular needs. (C I Tr. 34; Er. Ex. 306). While this specific poster was reportedly put up

recently, these phone numbers were previously available elsewhere in the petitioned store. (C I Tr. 34, 76).

All partner calls to the PRSC are answered by human resources professionals who are trained to calibrate with one another to drive consistent outcomes. Those answering the calls adhere to myriad of scripts to assess the situation. If the incoming call is about harassment or ethics, the partner call is forwarded to the business and ethics compliance team. (C I 105-106; B I Tr. 389-390; M I Tr. 256-257). If the incoming call is more human resources related, then it is transferred to the partner relations team. In evidence as Employer Exhibit 23 is a PRSC script to address an incoming complaint, which states that the complaint will be shared with the district manager (DM), not the store manager, and the “partner can anticipate follow-up and/or resolution from their DM.” (Er. Ex. 23).

In sum, Starbucks’ evidence demonstrates that all decisions regarding staffing, hiring, scheduling, promotions and disciplinary action are controlled by Starbucks’ centrally promulgated policies, handled in the first instance by Starbucks’ centrally deployed technology tools, and are handled with significant involvement from and approval by the District 460 district manager. Although the Union witnesses testified about store manager and shift supervisor involvement in these areas, their testimony was speculative, lacking personal knowledge, or based on historic rather than current procedures. The evidence also shows that many of the tasks on which the Union relies to establish local autonomy do not support its position because those tasks are also performed by shift supervisors, whom the Union contends are not supervisors within the meaning of the Act. This factor strongly supports rebuttal of the single-store presumption.

B. Partner Skills, Functions, and Working Conditions are the Same Throughout the District.

There is no dispute that all of the partners working in District 460 have the same basic job functions and skills, and enjoy the same wages, benefits, and other working conditions regardless of the store in which they work. Again, this is by design because it allows a District 460 partner to work seamlessly in any District 460 store without the need for retraining or making adjustments to wages and benefits.

1. All District 460 Partners Have the Same Job Functions and Skills.

Consistent with Starbucks' business model of delivering the same customer and partner experience regardless of individual store, partner skills, functions and working conditions are the exact same across District 460. Partners throughout the district perform the same functions and deliver the same customer service at every store in the district. The training, functions, and services are all derived from Starbucks' intentional and meticulous business plan to control how stores precisely operate to ensure consistency of the customer experience.

Partners throughout District 460 are required to follow the same operating and policy manuals developed at Starbucks' headquarters in Seattle, including the Siren's Eye, the Partner Guide, the Operations Manual, and the Operations Excellence Guide, which specify what food items will be included in the weekly menu, the menu prices, instructions on how to display and prepare food and drink items, the roles of the positions in the District, and any training necessary to complete these tasks. (C I Tr. 277, 328; M I Tr. 90-92; B I Tr. 350-352).

Partners in District 460 all operate the same equipment and are assigned to the same predetermined in-store work locations to perform specific roles and routines as guided by the Play Builder tool. (C I Tr. 38, Er. Ex. 320; M I Tr. 89-90, 92; B I Tr. 93, 95-97). Once assigned to in-store locations by the "play caller" (who most often is a shift supervisor), the partners perform

specific roles and routines per detailed guidelines. (C I Tr. 37, 262; Er. Ex. 320). For each role there is a corresponding routine than a partner must follow. (*Id.*). While particular plays vary, these roles and routines are consistent across District 460. (C I Tr. 218-219). In addition, partners must also follow the same steps and instructions when performing all store-related operations, *e.g.*, opening the store, “clocking in” their time, displaying merchandise, creating and serving drinks and food, stocking merchandise, placing orders in the point of sale (“POS”) system, closing out a transaction, and store closing duties. (C I Tr. 203, 288, 304, 328; M I Tr. 89-90, 92; B I Tr. 89, 94-95, 96-97, 249-250, 356, 358-59; Er. Exs. 13, 17, 21).

2. All District 460 Partners Undergo the Same Orientation and Training, Which is Centrally Determined.

Orientation and training are also established on a Western Mountain Region-wide rather than a store-by-store basis. (M I Tr. 70). The Barista Basic Training Plan has a standardized script and modules, and store managers and barista trainers have no authority to deviate from the guide. (C I Tr. 50, Er. Ex. 14; M I Tr. 70-71, 75-80, 352, 376). All partners in District 460 receive the same new hire orientation. (C I Tr. 50, 78; M I Tr. 77-78, 376; B I Tr. 247-248; Pt. Ex. 8). The “First Sip” orientation is exacting to the level of detail that the same exact coffee is brewed for the new hire’s first coffee tasting.

All Partners in District 460 also receive the same training regarding food and store safety, which is centrally promulgated by Starbucks’ training team. (C I Tr. 323; B I Tr. 87-88). Starbucks’ Operations, Products and Learning Development Teams oversee partner training needs, and create and implement scripts for new promotions, including for promotions to the position of shift supervisor. (M I Tr. 70-71, 75-80; B I Tr. 84-85, 369; Er. Exs. 14-15). There is no store-specific training, as all District 460 stores, and indeed all stores in the Western Mountain Region

adhere to the same operating protocols developed centrally by Starbucks' headquarters. (M I Tr. 70-71, 75-80).

* * *

The fact that baristas, shift supervisors, and café attendants across District 460 possess the same skills, perform the same functions, receive the same orientation and training, and enjoy the same working conditions strongly rebuts the single-store presumption, and shows that a multi-location unit consisting of all hourly partners in District 460 is the only appropriate unit.

C. All District 460 Partners Share the Same Centrally Determined Wages, Benefits, and Working Conditions.

Partners who work in District 460 stores earn the same wage rate, regardless of the district store in which they may be working on any given day. Wages and benefits for all partners are set by Starbucks' compensation team in Seattle. (C I Tr. 114; M I Tr. 82). Store managers have no ability to change the wages or benefits in any individual District 460 store. (C I Tr. 105; M I Tr. 91). Annual wage increases are centrally determined; Store Managers have no discretion over them. (C I Tr. 105; M I Tr. 83; B I Tr. 259, 284). Again, there is no differentiation based upon individual stores, which is consistent with the Starbucks model - that partners are available and seamlessly work across all District 460 stores while enjoying the same exact terms and conditions of employment.

All District 460 partners also receive the same exact vacation and paid time-off benefits. (C I Tr. 109; M I Tr. 83; B I Tr. 286-90, 294; Er. Exs. 19-20). In addition, all District 460 partners receive access to the same exact additional benefits, including, but not limited to:

- | | |
|---|---|
| • Medical, dental, and vision coverage (after 20 hours) | • A yearly grant of stock |
| • Short- & Long-Term Disability Coverage | • Access to the Company's Stock Investment Plan |
| • Life Insurance | • Company's 401(k) Plan |
| | • Partner & Family Sick Time |

- Paid Parental Leave
- Lyra Mental Health
- Headspace
- Weekly free coffee mark outs
- Free coffee and food while working
- Care@Work
- Financial Assistance Program (CUP) Fund
- Food discounts
- Time and a half paid for holidays
- Family expansion reimbursement
- DACA filing fees
- Free bachelor's degree through Arizona State University
- Online courses on sustainability
- Starbucks Coffee Academy
- Coffeegear
- Commuter benefits
- Starbucks Rewards Partner Benefits
- Partner Discount Programs
- Giving Match
- Partner Connection & Fitness Reimbursement
- Elite Athlete Program
- Partner Recognition

(C I Tr. 109; M I Tr. 83; B I Tr. 286-290, 294; Er. Exs. 19-20). Store managers in District 460 cannot adjust these benefits. (C I Tr. 105).

Beyond receiving the same wages and benefits, all District 460 partners enjoy the same working conditions regardless of the store in which they work on a given day. For example, all partners within District 460 wear the same uniforms, access the same timekeeping system, use the same POS system, perform the same job duties and provide the same customer experience regardless of store. (M I Tr. 90; B I Tr. 292-293, 575). Working conditions do not vary by store.

D. The NLRB Has Held the Single-Store Presumption Rebutted Under Circumstances Similar to Those in This Case.

The quantum of evidence regarding central control of operations and labor relations, and common terms and conditions of employment in this case is similar to or greater than those cases in which the Board held that the employer had overcome the single-facility presumption. For instance, in *Super X Drugs*, 233 NLRB at 1114-15, the Board found that a multi-location unit was appropriate where the centralized control of operations and labor relations left the authority of store managers “severely circumscribed.” As in the instant matter, in *Super X*, all of the

Company's stores were similarly laid out and displayed and sold the same merchandise, and the district manager determined advertising, prices, operating hours, the number of employees in each position, and the hours to be worked by employees. The district manager was also required to approve leaves and pay raises, and while a store manager interviewed applicants and played a role in the hiring and firing process, the district manager was also a decision-maker in both. The Board found that the employer's operations were "highly centralized" and that the only appropriate unit included all four of the employer's stores in the Chicago area or all five of its stores in Cook County.

Similarly, in *Kirlin's*, 227 NLRB at 1220-21, the Board held that a single-location unit was inappropriate because "of the integrated operation of the six stores, the centralized management of labor matters, commonality of supervision, interchange of employees, identical employee functions and terms and conditions of employment, the limited personal authority of each store manager, and the proximity of the two Carbondale stores within the same shopping mall." In its decision, the Board noted that purchasing, accounting and distribution of merchandise were handled centrally for all stores, all stores were similarly laid out and displayed and sold goods at the same prices, the operations manual was centrally drafted and established uniform guidelines for all stores, and employees performed the same functions, received the same wages and participated in common benefits across stores. While the individual store managers in *Kirlin's* were involved in the hiring, firing, and discipline process, and could recommend the same, which far exceeds the involvement of Starbucks' Store Managers in District 460, the Board found that the *Kirlin's* district manager "share[d] final authority" with the store manager. *Kirlin's*, 227 NLRB at 1221. Similar to the facts in this case, the store managers in *Kirlin's* had, at best, "limited authority" in daily labor relations decisions, but the Board found that the centralized control over

operations showed a “lack of autonomy at the store-level” that rendered a multi-location unit appropriate.

Similarly, in *Big Y Foods, Inc.*, 238 NLRB 860 (1978), the Board found a multi-location unit appropriate and held that the three petitioned-for stores lacked sufficient local autonomy. In its decision, the Board noted that “[a]lthough it is apparent that the individual store managers directly supervise employees, it cannot properly be concluded the managers significantly control or implement terms and conditions of employment of the liquor markets’ employees.” *Id.* at 861. While the Board recognized that local managers assigned duties and prepared schedules, this authority was circumscribed by the centralized control over employee hours and uniform policies. *See also Walakamilo Corp.*, 192 NLRB 878, 878 & n.4 (1971) (finding “individual store managers exercise little discretion” because the director of operations set wages, granted promotions, and had final authority with regards to grievance adjustments, even though individual store managers may hire employees and discharge employees); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (finding individual restaurants subject to “close centralized control” notwithstanding that individual store managers were authorized to hire new employees at the state’s minimum wage rate, could discharge new employees within a 90-day probationary period, and issue discipline); *White Castle System, Inc.*, 264 NLRB 267, 268 (1982) (noting individual store manager authority was “highly circumscribed” despite store supervisors being permitted to interview and hire employees subject to a district manager’s approval); *Nakash, Inc.*, 271 NLRB 1408, 1409 (1984) (finding individual store manager’s autonomy “severely circumscribed” where, although store manager hired individuals, the store manager had to adhere to “established guidelines” in hiring, and otherwise confer daily with a member of central management about hiring and firing decisions).

E. There is a High Degree of Employee Interchange Across the All Stores in District 460.

When partners are hired in the district, they enter their availability to work on a form called the Partner Availability Form. (C I Tr. 212; Er. Ex. 4). Notably, the Partner Availability Form seeks partners' availability for hours in which they may be scheduled to work but does not seek partners' limitations as to the stores in which they are willing to work. (Er. Ex. 4).⁷ Nor would it make any sense for the Availability Form to request such information because the Partner Guide expressly provides that: "Depending on business needs, a partner may be assigned to work at a Starbucks store other than the normal place of work, and the partner will be expected to do so." (Er. Ex. 13, at 16).

This means that if all of the shifts in a store cannot be covered with partners from a home store, the vacancies are covered using borrowed partners from other stores. (C I Tr. 59, 91-92, 286-287). In fact, the expectation, as stated in the Partner Guide that all partners receive, is that every partner is available and expected to work in their home stores and any other stores in the district. Reinforcing what the Partner Guide clearly states, Store Manager Wong testified that when she was a borrowed partner in District 460, she knew that when scheduled for a shift at a store other than her home store, it was her "responsibility . . . to show up for that, so whatever is on my schedule during my availability, I'm required to work it." (C I Tr. 57).

The record shows that the use of borrowed partners is a regular occurrence within District 460. When there are vacancies, store managers within District 460 routinely work together to find both barista and shift supervisor coverage regardless of home store. (C I Tr. 59-61; Ex. 311, 312,

⁷ The Partner Availability Form clearly sets forth the expectation that partners will work anywhere when needed: "[y]ou could also be asked to work at another location to meet the needs of the business or to attain your requested hours." (Er. Ex. 4).

313).⁸ Shift Supervisor Blair consistently testified that the petitioned store relied on borrowed partners for a weeks-long period in November and December 2021, which was: “purely out of desperation where there was no one else to handle this shift. So we had to ask people to come in.” (Tr. 391-392).

Additionally, partners seeking to work additional hours may also look for opportunities in other stores. (C I Tr. 382). Partners routinely work hours in stores other than their home stores, as evidenced by the interchange data discussed below. Partners can either be assigned to shifts at stores other than their home store, or volunteer for such shifts. (C I Tr. 55). Partners can swap shifts with other partners either in or outside of their home stores so long as they find coverage for those shifts. (C I Tr. 393). And to find such coverage, partners commonly call another store or otherwise communicate with one another. (C I Tr. 393).

More importantly, partners may be directed to work a shift in any store in the district, regardless of which store is their home store, and this expectation is communicated during the hiring process and from the very beginning of employment. (M I Tr. 34-39, 147-148). The District 460 District Manager is directly involved in finding coverage for stores, and if a partner refuses to work a borrowed shift, such a refusal is escalated to the District Manager for possible disciplinary action. (M I Tr. 40-41).

The raw data Starbucks provided, with specific partner information, dates, stores, and time punch details, for all partners in District 460, and expert testimony from Dr. Abby Turner, who holds a Ph.D. in economics and public policy, to analyze and explain the data contained in

⁸ This practice is common throughout the Starbucks Western Mountain Region; Regional Vice President Streedain testified that when she was a store manager, she reached out to her district manager for assistance in finding coverage, and when she was a district manager, she found coverage for store managers who needed assistance. (M I Tr. 108-109).

Employer Exhibits 301 (a)-(e) demonstrates that interchange among the stores in D460 is a regular occurrence. (C I Tr. 126-166).

1. Expert Testimony is Properly Admissible and Should be Given Significant Weight.

As a threshold matter concerning the statistical analysis, the Hearing Officer properly certified Dr. Turner as an expert (C I Tr. 125). The Union’s objection to this decision was cursory, and the Union failed to provide any legal basis as to why it believed expert testimony was not “necessary for this purpose or relevant,” nor any reason why “the Regional Director and the Board” would be better left to “analyz[e] the data.” (C I Tr. 129).

Consistent with the findings of other Regions, the Hearing Officer properly deemed Dr. Turner an expert. Board law recognizes the value that expert testimony may have in its hearings and applies Federal Rule of Evidence 702. *See* § 16-702, ALJ Bench Book (Jan. 2021) (noting that the Board applies Federal Rule of Evidence 702, which allows expert testimony if it will “help the trier of fact to understand the evidence or to determine a fact in issue.”). Consistent with this guidance, the Board has reversed and remanded decisions issued in representation matters when relevant expert testimony was excluded. *See E. I. DuPont de Nemours & Co.*, 162 NLRB 413, 413 n.2 (1999) (reversal of hearing officer’s decision to exclude expert testimony comparing the employer’s manufacturing process to the processes used in other industries during unit composition hearing); *see also New York Univ.*, 356 NLRB 18, 19 (2010) (reversing dismissal of representation petition to allow for development of a full evidentiary record including, among other things, expert testimony concerning whether the petitioned-for unit included employees under the Act).

At the hearing, Starbucks presented raw data regarding partner interchange and statistical analysis regarding the same, which will “help the trier of fact to understand the evidence.” *See* §

16-702, ALJ Bench Book (Jan. 2021). In fact, the Board has specifically recognized the value of statistical analysis to contextualize interchange data, concluding in *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999), that interchange data presented without any statistical analysis was “of little evidentiary value.” Performing such a statistical analysis is not something that the Board or Regional Directors are required to attempt, nor are they authorized to hire economic experts like Dr. Turner of their own volition, even if they so desire. *See* 29 U.S.C. § 154(a) (“Nothing in this subchapter shall be construed to authorize the Board to appoint individuals . . . for economic analysis.”). It follows, therefore, that having an expert like Dr. Turner conduct a statistical data analysis and testify regarding what that data means in context, is not only relevant but helpful to assist the Regional Director to assess the matter before her, as the evidence presented regarding employee interchange bears directly upon the ultimate issues in this case.⁹

2. The Analysis of Starbucks’ Interchange Data Demonstrates Real and Substantial Partner Interchange Throughout District 460.

Dr. Turner’s analysis, report and testimony demonstrates that she not only analyzed Starbucks’ interchange data in District 460 as a whole, but also that she took steps to control for the impact of COVID-19 (“COVID”), the impact of permanent transfers, and the impact of opening and closing stores. (C I Tr. 126-186). As the NLRB’s case law makes clear, and as presented below, the rates of interchange identified by Starbucks’ data and Dr. Turner’s analysis of it strongly support rebuttal of the single-store presumption in this case. The data shows frequent interchange across District 460. Partners who work only in their home store are the minority in all of the District 460 stores; approximately 34 percent of partners worked in more than one store

⁹All of the raw data Dr. Turner analyzed (Er. Exs. 301(a)-(e)), the calculations she used to analyze that data (Er. Ex. 315), and the outputs from those calculations (Er. Ex. 314) are in the record. The outputs from Dr. Turner’s calculations are reflected visually in the figures found in Er. Ex. 314 and reproduced herein.

in District 460, and a substantial number of the partners working in the Coalton & Rock Creek store were “borrowed” partners from other home stores. (CI Tr. 131). In fact, Union witnesses testified that they have been a borrowed partner outside of Coalton & Rock Creek in District 460, and that other partners within the district, from outside of the store, have supported the Coalton & Rock Creek store. (C I Tr. 302-304, 391-392). This level of interchange is sufficient to rebut the single-store presumption. *See, e.g., Budget Rent A Car*, 337 NLRB 884, 884-85 (2002) (19.0% interchange rate supported rebutting single-store presumption); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (14.3% interchange rate supported rebuttal of single-store presumption); *McDonald’s*, 192 NLRB at 878-79 (multi-location unit appropriate where 58 out of 243 employees were temporarily transferred and the interchange rate was less than 1%).

a. Over a Third of Partners Working in District 460 Work in More than One Store.

An analysis of the data available for non-exempt Starbucks partners (excluding store managers from the population) working in District 460, which covers the approximately 2 ½-year period from April 29, 2019 – December 26, 2021, shows that approximately 34 percent of partners work in 2 or more stores, about 17 percent of partners work in 3 or more stores, and about 10 percent of partners work in 4 or more stores during this period. Conversely, about two-thirds (66 percent) of the partners working in District 460 work in only a single store (which may or may not be their home store) during the data period. Figure 1, below, illustrates the distribution of partners within District 460 by the number of stores in which they work.

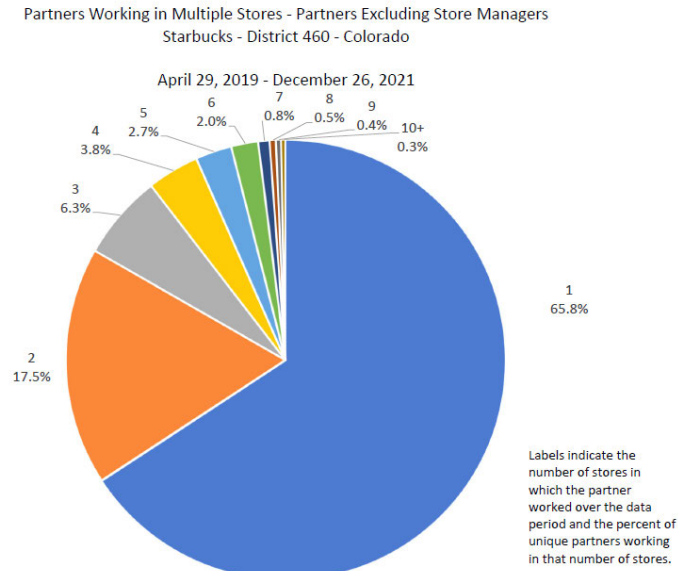


Figure 1

A similar analysis of the petitioned store shows that partners working in Store 10867 at any time during the period covered by the data are even more likely to work in multiple stores than the overall district population; over half (about 61 percent) of partners ever working in Store 10867 work in 2 or more stores, about 42 percent work in 3 or more stores, and more than a third (about 34 percent) work in 4 or more stores during this period. Less than half (about 39 percent) of the partners working Store 10867 work only in Store 10867 (which, again, may or may not be their “home store”) during the data period. Figure 2 below illustrates the distribution of partners working in Store 10867 by the number of stores in which they work.

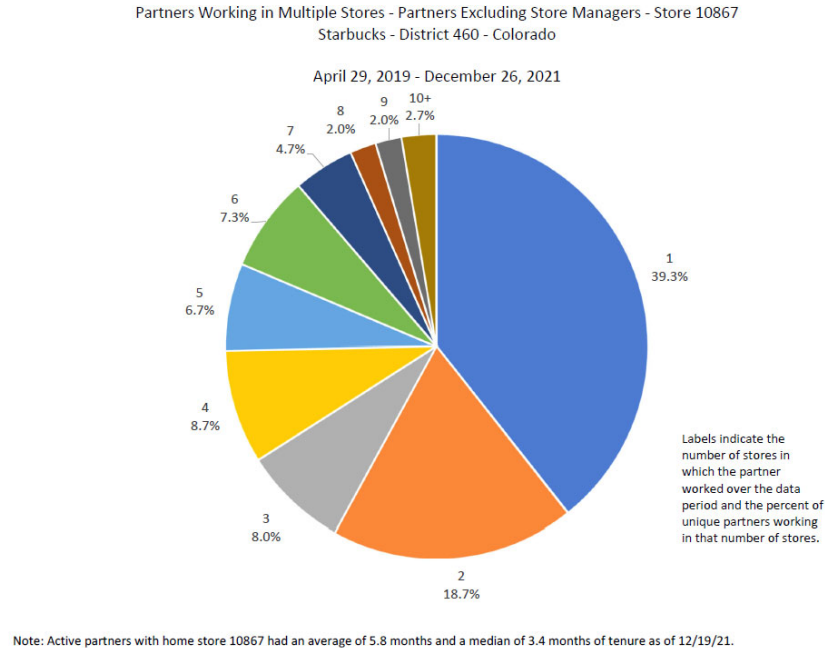


Figure 2

b. Partners Working Only in Their Home Store Are the Minority Within District 460.

Figure 33 below indicates which partners working in each store are assigned to that store as their home store (the blue and orange portions of each bar) as opposed to having another store as their home store (the gray portion of each bar). For example, at the petitioned store (Store 10867), about 58 percent of the partners working in the store during the data period are assigned that store as their home store, while the other 42 percent of partners are assigned to other home stores. Furthermore, there are no stores within the district that are staffed entirely by partners from that home store; in fact, partners that only work in their home store make up the minority of partners ever working at a store during the data period for all stores in the district, and for many stores within the district partners that only work in their home store make up as few as 5 to 30 percent of the population of partners working at the store.



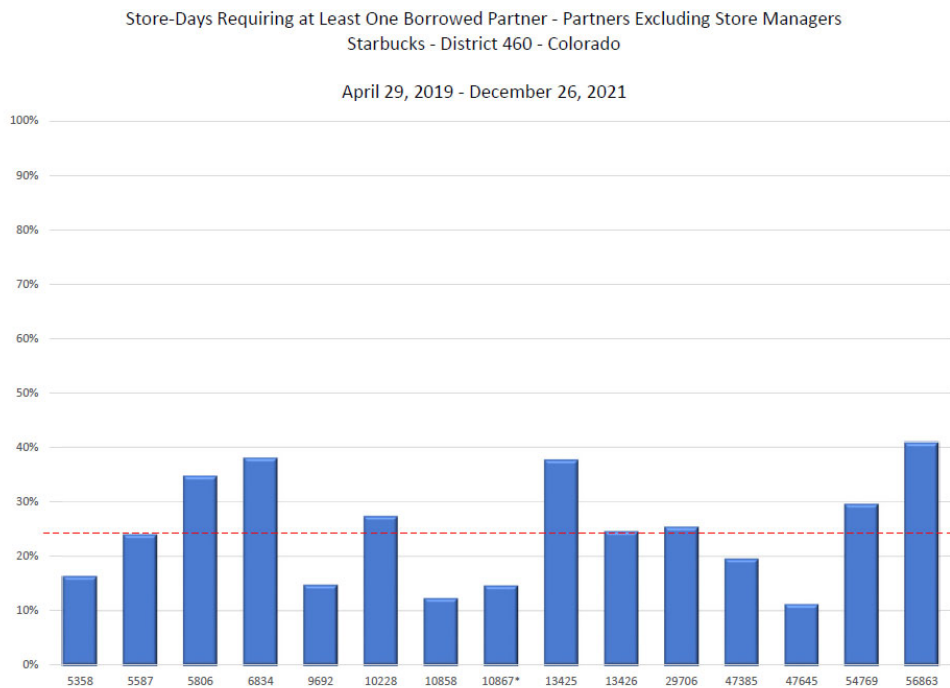
Figure 3

Among partners assigned to a home store, up to 94 percent work at more than one store. Together, the blue and orange parts of each bar in Figure 3 comprise the population of partners assigned to each store as their home store. Within this population, the percent of partners working at more than one store varies from about 5 percent to 94 percent.¹⁰ Within the partners whose home store is the petitioned store (Store 10867), about one-third work in more than one store.

¹⁰ The percent of home store employees that work in more than one store can be calculated from the source document for Figure 3, dividing the column “n_ems_lent” by the column “n_ems_home” from the tab “ByStore”. This is visually represented by the ratio of the size of the orange bar to the size of the orange and blue bars together.

c. Almost One-in-Four Store-Days Require Borrowed Partners District-Wide.

Figure 4 below illustrates how common it is for a store within District 460 to operate using at least one borrowed partner in stores. The red-dotted line indicates the district average of about 24.3 percent of store-days, which require borrowed labor to operate. Stated differently, in one out of every four days, a store engages in partner interchange. Across stores, the percent of days with interchange varies from about 11 percent to over 40 percent. Within the petitioned store, about 15 percent of days are staffed using borrowed labor.



Note: The red dotted line represents the 24.3 percent of store-days requiring at least one borrowed partner across the entire district.

Figure 4

d. A Widespread Pattern of Geographic Borrowing Occurs Across All Stores in District 460.

Figure 5 below is a map indicating the locations of all Starbucks stores in District 460. The lines connecting the stores indicate the flow of borrowed partners across stores, with arrows indicating the direction of the borrowing. This map illustrates the extent to which borrowing is

widespread across the district. There is one store that is isolated (Store 5806), but no stores are excluded from borrowing or lending partners, and stores generally lend to and borrow from multiple stores across the district. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map.

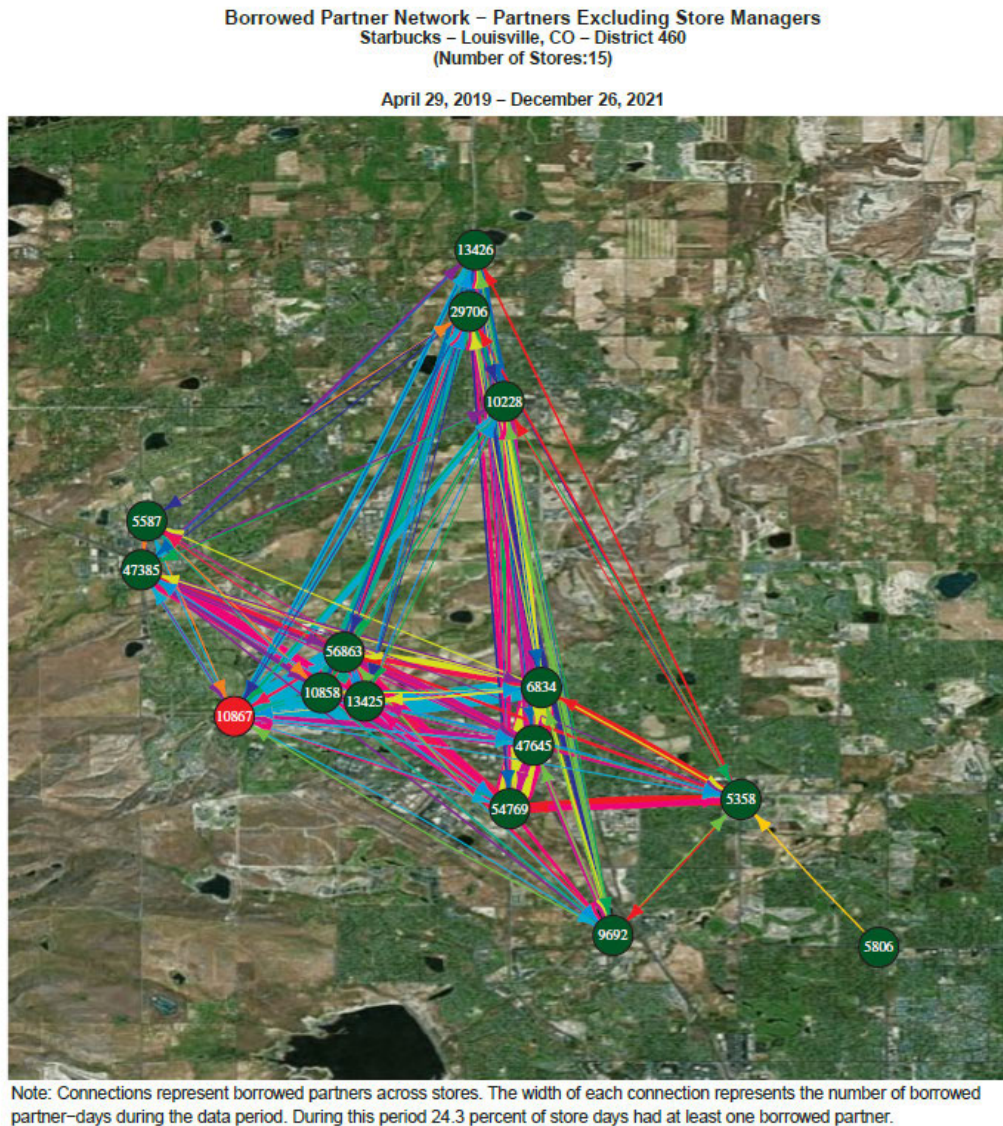
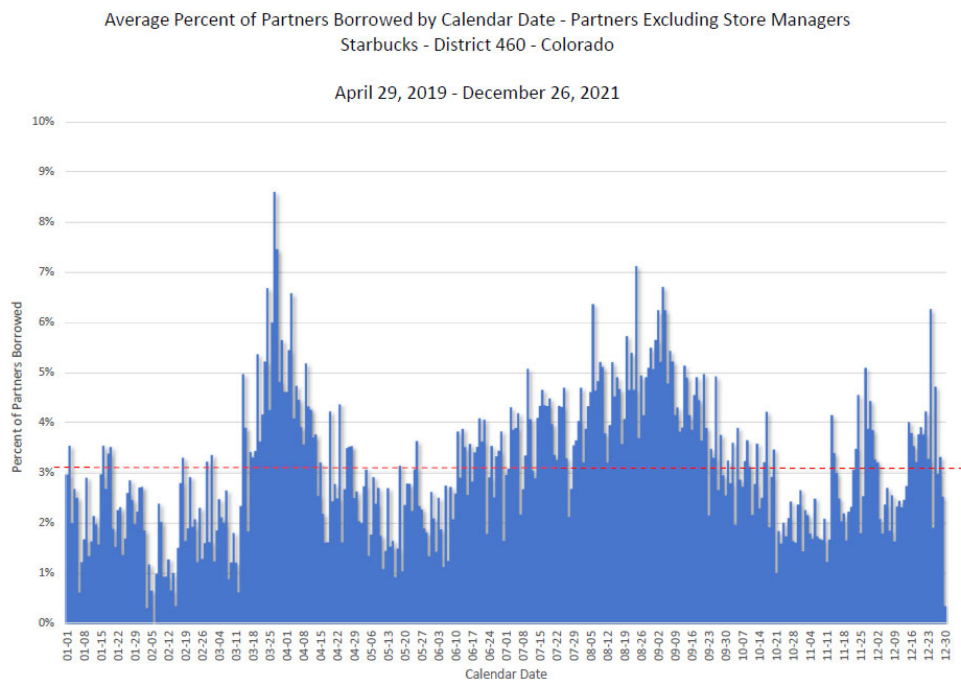


Figure 5

e. Day of the Week or Time of Year Do Not Impact Interchange.

Partner interchange is a consistent practice across days of the week and times of the year. Figure 6 below illustrates the average rate of partner borrowing in District 460 by calendar date. While there are peaks associated with store openings, COVID closures and Christmas Day that show the borrowing of partners does increase when business needs change, there remains a consistent pattern of borrowing across the calendar year that is not seasonal or driven by a special situation but rather reflects partner interchange as a regular business practice that occurs year-round. On average, 3.1 percent of shifts are borrowed from another store each day, with some variation above and below that average across the entire year. The 3.1 percent of shifts borrowed over the two-and-a-half-year data period reflects a total of 4,596 borrowed partner-days.



Note: There were a total of 4,596 partner-days borrowed during the data period. The red dotted line indicates the overall district average of 3.1 percent of partner-days borrowed.

Figure 6

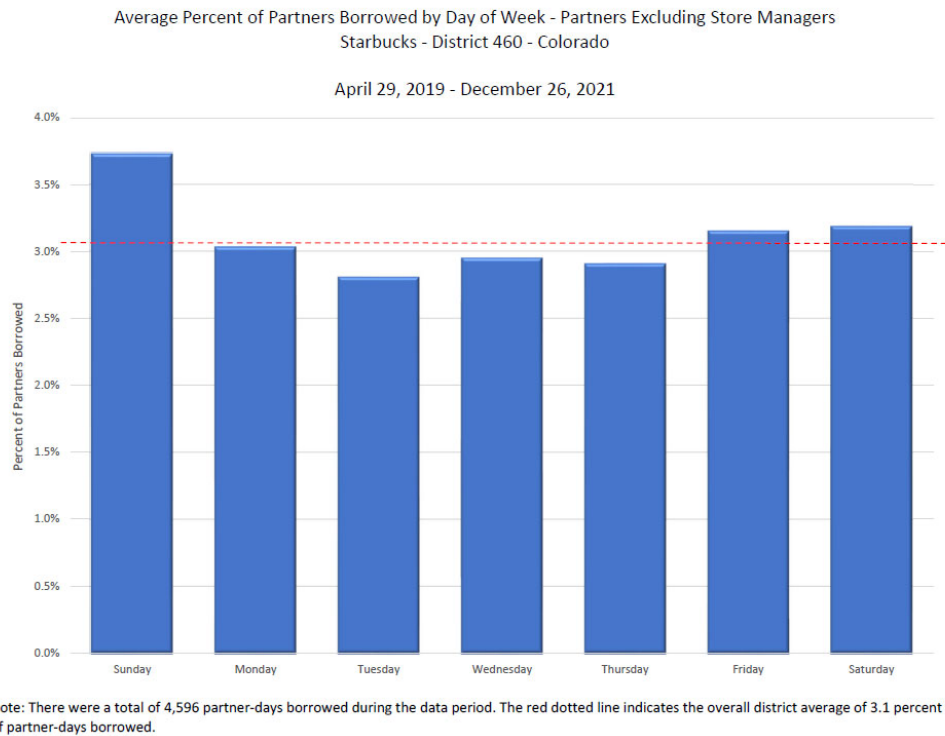


Figure 7

Similarly, Figure 7 above shows that partner borrowing does not vary much by the day of the week. There is a slight increase in the percent of borrowed shifts on Sundays but borrowing remains close to the average of 3.1 percent of shifts across all days of the week.

f. Changes During COVID Are Not Driving Patterns of Regular Interchange Between Stores.

Dr. Turner also analyzed the impact of the COVID pandemic on the pattern of interchange in District 460. If interchange were being driven primarily by the period of data since the initial COVID shutdown in March of 2020, the patterns of borrowed partner labor would be absent from the data when limited to the pre-COVID period (before March 1, 2020). However, the data still shows a significant measure of regular interchange:

- Across the district, more than a third (about 38 percent) of partners in the data work in more than one store during the 10-month, pre-COVID period. Within the

petitioned store (Store 10867), almost two-thirds (about 62 percent) of partners work in more than one store;

- Partners working only in their home store are the minority in all but one of the stores in the district;
- Up to 74 percent of home-store employees work in stores other than their home store across the district. Within the petitioning store, 19 percent (about 1 in 5) of partners with this home store work in more than one store;
- Across the district about 34 percent of store-days (1 in 3) rely on borrowed labor;
- Even in the pre-COVID period borrowing is widespread across the district. Outside of store 5806, there are no stores that are isolated or excluded from borrowing or lending partners, nor are any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map; and
- The borrowing of labor across the district continues to show a pattern year-round and regardless of the day of the week. On average 5.3 percent of partner shifts were borrowed each day across the district during the pre-COVID period, considerably higher than the borrowing rate across the entire period.

g. Temporary Sharing of Labor Preceding or Following a Permanent Transfer of a Partner Between Stores Is Not Driving Interchange.

Dr. Turner additionally analyzed the data controlling for permanent transfers between stores.¹¹ If interchange were being driven primarily by the sharing of labor preceding or following a permanent transfer of a partner between stores within District 460, the patterns of borrowed partner labor would be absent from the data when excluding any shifts associated with these movements. However, even the most extreme test of this hypothesis, excluding all partners from

¹¹ In its Order denying Starbucks' Request for Review in Buffalo I, the Board disavowed the ARD's "suggestion that *Lipman's*, 227 NLRB 1436, 1438 (1977), stands for the proposition that permanent transfers are not relevant to the Board's analysis of employee interchange in this context." (03-RC-282115, et al, Order at 2 n.2).

the data if they ever experienced a permanent transfer, still shows significant measures of regular interchange:

- Across the district, almost a third (about 29 percent) of partners in the data work in more than one store during the data period. Within the petitioned store (Store 10867), almost half (45 percent) of partners worked in more than one store;
- Partners working only in their home store remain the minority in all but one of the stores in the district;
- Up to 52 percent of home-store employees work in stores other than their home store across the district. Within the petitioned store, approximately 17 percent of partners with this home store work in more than one store;
- About 13 percent of store-days rely on borrowed labor within the district;
- Even after removing any partners who ever have a permanent transfer from the data, borrowing is widespread across the district. Outside of Store 5806, there are no stores that are isolated or excluded from borrowing or lending partners, nor are any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map; and
- The borrowing of labor across District 460 continues to show a regular pattern year-round and regardless of the day of the week. On average, 1.9 percent of partner shifts were borrowed each day across the district even after excluding partners who ever had a permanent transfer during the data period.

In sum, the undisputable data confirms what every partner in District 460 already knows - partners in the district frequently work in multiple stores. This high level of partner interchange is obviously by design, not happenstance, as the Company's business model is premised on implementing the same exacting operational protocols across all stores for customer consistency, and utilizing a dedicated workforce of partners who are able to seamlessly work in any District 460 store to meet business needs.

h. The Interchange Data Remains, Notwithstanding Controls for COVID-19, Openings and Closures, or Single-Store Only/Permanently Transferred Partners.

In general, the more data is removed from any analysis, the less reflective it is of the actual variation the data reflects. In this case, the actual interchange over the two-and-a-half-year period covered by the data is found by analyzing unlimited data, which reflects the actual labor adjustments and movements that occurred as business needs changed over those two years. However, even an analysis of the same data limited by all three factors – looking only at the pre-COVID period (before March 2020), removing all stores opening and closing during that period, and including only partners with a single home store during that period (i.e., excluding any partners who permanently transfer) – still shows significant measures of regular interchange.¹²

- Across District 460, a third (about 33 percent) of partners in the data work in more than one store during the data period. Within the petitioning store (10867), almost half (44 percent) of partners worked in more than one store;
- Partners working only in their home store remain the minority in all but one of the stores in the district;
- Up to 65 percent of home-store employees work in stores other than their home store across the district;
- About 18 percent of store-days rely on borrowed labor within the district;
- Even after removing any partners who ever have a permanent transfer from the data, borrowing is widespread across the district. Aside from Store 5806, there are no stores that are isolated or excluded from borrowing or lending partners, nor are any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map; and
- The borrowing of labor across District 460 continues to show a regular pattern year-round and regardless of the day of the week. On average, 2.6 percent of partner shifts were borrowed each day across the district even after excluding partners who ever had a permanent transfer during the data period.

¹² This scenario was presented in the hearing as “Cumulative Restrictions – Version B.”

i. The Interchange Data Exceeds What the NLRB Has Required in Finding the Single-Store Presumption Rebutted.

The Company's data far exceeds the baseline standards for rebuttal of the single-location presumption in cases holding that a multi-location unit was appropriate versus the petitioned-for single stores. *See Budget Rent A Car Sys., Inc.*, 337 NLRB at 884-885 (concluding when taken as a whole, single-location presumption was rebutted where evidence demonstrated that temporary transfers occur "a couple of times per month" and employer presented evidence of four temporary transfers over the first few months of the year in a proposed unit of 21 (19.0%)); *Kirlin's Inc. of Cent. Ill.*, 227 NLRB at 1220-1221 (explaining that transfers among stores to cover employee illnesses, vacations, training, and conducting inventory support a rebuttal of the presumption that a single-location unit is appropriate); *Super X Drugs*, 233 NLRB at 1115 (finding single-location presumption rebutted where employer presented evidence of 21 instances of temporary transfer and 3 permanent transfers out of an employee compliment of 65 (32.3% temporary transfer rate); *Gray Drug Stores, Inc.*, 197 NLRB 924, 924-926 (1972) (concluding there was "substantial and frequent interchange" supporting a multi-location unit where approximately 300 out of 700 employees (42.8%) engaged in temporary transfer.); *McDonald's*, 192 NLRB 878, 878-879 (1971) (holding multi-location unit was appropriate where 58 out of 245 employees (23.7%) were temporarily transferred and the overall interchange was less than 1%); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB at 882 (finding a multi-location unit was appropriate where managers transferred employees "to handle unusual changes in in the volume of business at particular outlets" and 45 to 50 employees out of 350 employees (14.3%) were temporarily transferred).

j. The Union’s Labelling the Interchange “Voluntarily” Does Not Diminish the Interchange Evidence.

Faced with this extensive and irrefutable data proving the high level of partner interchange (which partners know exists), the Union sought to adduce testimony to label the partner interchange as “voluntary” in that partners decide when and where they want to work. Put simply, the Union wants the Region to believe that partners decide for themselves if they work and where they work.

The reality, as detailed in the record, is that Starbucks operates a business and meets its forecasted and actual customer needs by scheduling and requiring its partners to work as scheduled, just as any business schedules and requires its employees to work. Partners do not simply decide when and where they want to work. Rather, they are scheduled to work and do work as scheduled. As with other businesses, partners do fill-in for other partners, but that commonplace business fact does not lessen the significance of the high level of partner interchange. Starbucks allows partners in different stores to exchange shifts provided it meets business needs because that flexibility is an interest partners share in a closely integrated structure. To answer the ultimate question of community of interests, voluntary interchange should not be given less weight when it is clearly a shared interest for partners to get their desired number of hours while at the same time providing them the ability to adjust their working schedules without a detrimental impact to the employer’s business.

The record evidence details that Starbucks created a staffing model that is *specifically designed* to ensure that staffing needs are met by partners who regularly work in multiple stores. All partners are informed of this expectation upon hire and the culture of interchangeability permeates across District 460. Therefore, the Starbucks staffing model is designed to account for store staffing through volunteers. (M I Tr. 43, 44; B I Tr. 751). But that does not mean partners

simply decide when and where they want to work without regard to the business needs. Of course, Starbucks can and does mandate when necessary that partners work in specific stores to fill specific needs. (M I Tr. 39-40).

Moreover, there is no basis in Board law for the Union's position that a partner's willingness to work across multiple stores as a clear expectation upon hire somehow undermines the extent of employee interchange under the law. The focus of the interchange analysis is whether a significant portion of the workforce is involved in interchange, which is patently the case herein.¹³

* * *

The extensive partner interchange in District 460 strongly rebuts the single-store presumption, and shows that a multi-location unit consisting of the entire district is the only appropriate unit.

F. All District 460 Stores are Located in Close Proximity to One Another, and Closer than the Locations in Many Multi-Location Units Found Appropriate by the Board.

As Employer Exhibit 302 shows, all of the stores in District 460 are in relatively close geographic proximity to one another. The geographic proximity of the stores in District 460 is reinforced by the interchange data mapped on Figure 5 generated by Dr. Turner and reproduced above.

This close proximity between stores is intentional. Starbucks does not select store sites based on the site's proximity to another Starbucks store, but rather based on its efforts to gain

¹³ While Starbucks believes that the data overwhelmingly supports a multi-location finding, interchange is not a necessary condition for overcoming the single-location presumption. *See V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984) ("Viewed against the background of the highly centralized administration of all nine stores, the daily contact with [Company President] and the other supervisors and the restricted authority of the store manager, the fact that there is not substantial employee interchange pales in its importance to the determination of the issue.").

market share over its competitors. (B I Tr. 53). Further, Starbucks has intentionally designed its business operations, including its district structure to facilitate the movement of partners across stores in close geographic proximity to one another. This fact is evident in the district-based hiring process, the district-based scheduling process, and the significant evidence of partner interchange between stores. Moreover, these stores are significantly closer together than the stores in *Gray Drug Stores*, 197 NLRB at 924-926, which were deemed sufficiently close together for a multi-location unit despite being located along a 300 mile stretch up the Florida coast. *See also Dayton Transp. Corp.*, 270 NLRB 1114, 1115-16 (1984) (terminals were a total of 175 miles apart were not distant and, in any event, the nature of the employer's operations, the similarity of skills, and the frequency of interchange among drivers at the terminals and the resultant commonality of supervision demonstrated a shared community of interests rendering a single-location unit inappropriate).

* * *

The close geographic proximity of the stores in District 460 strongly rebuts the single-store presumption, and supports a multi-location unit consisting of the entire district as the only appropriate unit.

G. The Parties Have No Bargaining History But Partners Across District 460 Have Shared Interests.

While there is no bargaining history, the evidence in this case shows that Starbucks' hourly partners share a strong community of interests throughout District 460. Bargaining on a single location basis is inconsistent with the Company's business model premised on partners seamlessly working across District 460 stores, including the petitioned-for Coalton & Rock Creek store. On the other hand, bargaining on a multi-location basis is consistent with the Company's highly integrated operations, manifested through the high level of partner interchange. Furthermore,

bargaining at a single location does not make practical sense because there is a lack of local autonomy at the store level.

IV. THE UNION’S EFFORT TO SECURE VOTES IN A SINGLE DISTRICT 460 STORE DEFIES THE REALITY OF DISTRICT 460 OPERATIONS AND IS NOT CONDUCTIVE TO STABLE LABOR RELATIONS.

The Union’s effort to fracture District 460 and seek an election in a single store, or likely in a series of single-store units as it is doing in Buffalo, Boston, Mesa, and here, among other places, is not conducive to stable labor relations. Courts and the Board have long recognized that, in exercising its discretion to determine a unit appropriate for the purposes of collective bargaining, the Board must assure that the approved unit creates a situation where stable and efficient bargaining relationships can occur. *See Colgate-Palmolive-Peet Co. v. NLRB*, 338 U.S. 355, 362 (1949) (“To achieve stability of labor relations was the primary objective of Congress in enacting the [NLRA].”); *NLRB v. Catherine McAuley Health Center*, 885 F.2d 341, 344 (6th Cir. 1989) (“In addition to explicit statutory limitations, a bargaining unit determination by the Board must effectuate the Act’s policy of efficient collective bargaining.”).

The goal of employee free choice must be balanced with the need to assure a stable, efficient collective bargaining relationship. *See Allied Chem. Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 172-73 (1971) (citing *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 165 (1941)); *Kalamazoo Paper Box Co.*, 136 NLRB 134, 137 (1962)). “As a standard, the Board must comply, also, with the requirement that the unit selected must be one to effectuate the policy of the Act, the policy of efficient collective bargaining.” *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. at 165. To do otherwise undermines, rather than promotes, efficient and stable collective bargaining. *See, e.g., Bentson Contracting Co.*, 941 F.2d 1262, 1265, 1269-70 (D.C. Cir. 1991); *see also Fraser Eng’g Co.*, 359 NLRB 681, 681 & n.2 (2013).

The statutory requirement of stable labor relations and effective collective bargaining is a prominent reason why the Board and courts have emphasized that “the manner in which a particular employer has organized his plant and utilizes the skills of his labor force has a direct bearing on the community of interest among various group of employees in the plant and is thus an important consideration in any unit determination.” *Bentson*, 941 F.2d at 1270, n.9 (citing *Gustave Fisher*, 256 NLRB at 1069 n.5 and quoting *International Paper Co.*, 96 NLRB 295, 298 n.7 (1951)); *Catherine McAuley*, 885 F.2d at 345; *Fraser Eng’g*, 359 NLRB at 681 & n.2. As similarly observed in *NLRB v. Harry T. Campbell Sons’ Corporation*:

But winning an election is, in itself, insignificant unless followed by stable and successful negotiations which may be expected to culminate in satisfactory labor relations....If the Board’s selection of the appropriate bargaining unit...[here, a separate department of an integrated quarry operation] were to stand and bargaining is undertaken, neither party on the stage at the bargaining table could overlook the fact standing in the wings are more...[unrepresented] employees, employees who cannot be separated in terms of labor relations from the small group of employees directly involved.... The Board here has created a fictional mold within which the parties...[must] force their bargaining relationships. In the language of *Kalamazoo Paper Box Corp.*...such a determination “could only create a state of chaos rather than foster stable collective bargaining,” because in the “fictional mold” the prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.

407 F.2d 969, 978 (4th Cir. 1969). Fruitful bargaining breaks down because both parties would be necessarily focused on the impact of their bargaining decisions on the larger, unrepresented group of employees with whom the unit employees clearly share a significant community of interests. *See also Szabo Food Servs., Inc. v. NLRB*, 550 F.2d 705, 709 (2d Cir. 1976) (“In view of the high degree of integration of the employer’s...business operation, the practical necessities of collective bargaining militate against the creation of a fractured bargaining unit, with its attendant distortion of the employer’s business activities and labor relations....”).

The Union's effort to separate a single store from the eleven stores in the highly- integrated District 460 creates the very situation the Supreme Court, numerous Courts of Appeal, and the Board have cautioned against. As fully explained above, virtually all of the bargainable employment terms are controlled at the district level, regional level, or national level. Starbucks has deliberately organized the district in this way so that: (1) the customer experience in each store is the same; and (2) District 460 partners can and do work in any store in the district without the need to retrain, while receiving the same wages and benefits and utilizing the same policies, human resources procedures and technology. This is truly a district-based rather than store-based operation. As a result, allowing bargaining to occur on a store-by-store basis, rather than a district-wide basis, would create a “‘fictional mold’ [in which] prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.” *Harry T. Campbell Sons’ Corp.*, 407 F.2d at 978 (citing *Kalamazoo Paper Box Co.*, 136 NLRB at 137).

V. THE UNION’S EFFORT TO HOLD ELECTIONS IN THREE SINGLE-STORE BARGAINING UNITS VIOLATES SECTION 9(C)(5).

Further, ordering an election solely at the Coalton & Rock Creek store would generate a violation of Section 9(c)(5), which provides: “[i]n determining whether a unit is appropriate... the extent in which the employees have organized shall not be controlling.” 29 U.S.C. § 159(c)(5). The U.S. Supreme Court has cautioned that enforcing courts “should not overlook or ignore an evasion of the § 9(c)(5) command.” *NLRB v. Metro. Life Ins. Co.*, 380 U.S. 438, 442 (1965). The community of interest facts at issue, precedent with respect to determining the appropriate bargaining unit, and whether the unit determination is adequately explained, are all analyzed in determining whether a Section 9(c)(5) violation exists. *See, e.g., Lundy Packing Co.*, 68 F.3d 1577, 1580-83 (4th Cir. 1995); *May Dept. Stores Co. v. NLRB*, 454 F.2d 148, 150-51 (9th Cir. 1972).

In this case, the evidence and the law demonstrate that the single-store presumption has been rebutted, and that the smallest appropriate unit is one consisting of all hourly Baristas, Café Attendants, and Shift Supervisors working in District 460. Just as in *Szabo Food Markets*, 126 NLRB 349, 350 (1960), where the Board found that an arbitrary grouping of stores was controlled by the extent of organization, the single store petitioned-for by the Union is part of the larger District 460; it is operated based on policies and procedures applicable to all stores in the district; the partners working in the Coalton & Rock Creek store have the same training, wages, benefits, uniforms, and employment policies; and, they interchange on a frequent basis between stores in the district. There is simply no basis on which to carve out one store from the whole of District 460. On these facts, and in light of the Board precedent discussed above, the Union’s selection of the Coalton & Rock Creek store in which to pursue an election is arbitrary and controlled by the extent of its organizing in violation of Section 9(c)(5) of the Act. *See also Malco Theatres, Inc.*, 222 NLRB 81, 82 (1976) (petitioned-for unit of five theaters out of eight in the Memphis area was inappropriate where employees at all theaters had virtually identical wages and benefits, common supervision, common operating policies, employee interchange between theaters, and were all located in a metropolitan area); *Kansas City Coors*, 271 NLRB 1388, 1389-90 (1984) (petition seeking only some, not all of employer’s locations was inappropriate where locations were only 25-30 miles apart at most, all labor relations policies and methods of operation were employer-wide and controlled by employer policy, employees at the stores performed the same work in the same job classifications and under the same employment terms, and there was “some” interchange of employees and equipment among the locations).

VI. MAIL BALLOT ELECTION IS APPROPRIATE.

Finally, for all of the reasons set forth in Starbucks' Statement of Position, the Region should order a mail election in this case and utilize the *Davison-Paxon* formula, given the utilization of part-time partners across multiple stores in District 460.¹⁴

VII. CONCLUSION.

For all of the above reasons, the Union's request for a randomly selected single-store election in District 460 is not appropriate. Starbucks respectfully requests that the Region directs a multi-location election for the baristas and shift supervisors working across the eleven District 460 stores and dismiss the Union's petition.

Respectfully submitted,

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¹⁴ Starbucks requests that the Region conduct the ballot count on a day to be determined by the Region within fourteen to twenty-one days after the ballot return date.

CERTIFICATION OF SERVICE

I certify that on February 4, 2022, I caused a copy of the foregoing Post-Hearing Brief to be e-Filed and served electronically upon the following:

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

STARBUCKS CORPORATION

Employer

Case 27-RC-288318

and

**CHICAGO AND MIDWEST REGIONAL
JOINT BOARD, WORKERS
UNITED/SEIU**

Petitioner

DECISION AND DIRECTION OF ELECTION

On December 30, 2021, the Chicago and Midwest Regional Joint Board, Workers United/SEIU (Petitioner) filed a petition to represent certain employees of Starbucks Corporation (Employer).¹ Petitioner seeks a single-facility mail-ballot election for a bargaining unit (the petitioned-for unit) that includes all full-time and regular part-time Baristas and Shift Supervisors working at Employer's Store 10867 located at 2800 Rock Creek Circle, A1, Superior, Colorado (Store 10867 or Rock Creek store).² The unit excludes all store managers, office clericals, guards, professional employees, and supervisors. There are approximately 30 employees in the petitioned-for store: 23 baristas and 7 shift supervisors.³

The Employer contends that the petitioned-for single-facility unit is inappropriate and must include all the facilities in the Employer's District 460, totaling 11 facilities spanning across six different cities. There are approximately 329 employees in the Employer's proposed unit. The parties agree that if an election is held, it should be by mail-ballot.⁴

A hearing was held before a hearing officer of the National Labor Relations Board (the Board) via videoconference over three days, beginning on January 24, 2022, and ending on January 26, 2022, at which time the parties were afforded the opportunity to present evidence and to state their respective positions on the record. The parties submitted post-hearing briefs, which I have carefully considered.

¹ In this decision, "Tr." references are to the transcript; BDX, ERX, PX refer to the Board's, the Employer's and the Petitioner's exhibits, respectively.

² The petition mistakenly lists Store 10867's location as "Louisville." All parties agree, however, that the petitioned-for store's address is as set forth above. Inasmuch as there are two stores in Superior, Colorado, petitioned-for Store 10867 is referred to by its street address on Rock Creek Circle rather than city.

³ The Employer refers to their employees as "partners." Throughout this decision, the terms "employee" and "partner" will be used interchangeably.

⁴ Petitioner has confirmed that it is willing to proceed to an election in any unit found appropriate and, if an election is directed for a unit other than a single store, the Petitioner agrees to the inclusion of any café attendants in the unit. In that regard, as reflected in BDX 3, café attendants are not employed at the petitioned-for location.

Having considered the parties' positions, evidence, and the entire record, I find that the petitioned-for unit limited to Store 10867 is an appropriate unit for collective bargaining purposes. I am directing an election by mail-ballot.⁵

I. Issues and Position of Parties

The only issue before me is whether the Employer has met its "heavy burden" of overcoming the presumption that the single-store unit sought by the Petitioner is appropriate. See *California Pacific Med. Ctr.*, 357 NLRB 197, 200 (2011).

Petitioner argues that the Employer has failed to rebut this presumption. The Petitioner relies on record evidence that it claims demonstrates that the Employer's store managers exercise meaningful control over labor relations and store operations without significant oversight from district management. The Petitioner maintains that the employee interchange between district stores is infrequent and voluntary and does not destroy the petitioned-for unit's homogeneity. Given the store manager's significant control of areas that most directly affect the employees' daily working lives, and the lack of significant employee interchange, the Employer's evidence of corporate-wide policies applicable at each store is insufficient to rebut the presumption of the appropriateness of a single-store unit in a retail industry setting.

The Employer argues that its evidence of centralized operations and substantial interchange between stores rebuts the presumption. The Employer contends that its centralized policies regarding labor relations, employee skills, functions, training, wages, benefits, and working conditions support its claim that the smallest appropriate unit must encompass all 11 stores in District 460. The Employer also relies on the stores' geographic proximity. Moreover, the Employer contends that anything less than a district-wide unit would upset labor relations and would unlawfully give controlling effect to the Petitioner's extent of organization.

II. Record Evidence

A. Employer's Operations and Management Structure and Overview of Store 10867

The Employer operates in over 80 markets worldwide, and owns and operates over 8,000 stores in the United States. It organizes its stores into 12 regions. A regional vice-president heads each region. The regions are then divided into areas that are headed by regional directors, who report to the respective regional vice-president. Each area is then further divided into districts headed by district managers, who report to the regional director. Each store manager reports to a district manager.

⁵ The parties have agreed to the incorporation of certain testimony and exhibits from previous hearings involving the same parties and the same issue. (BDX 2.) Therefore, I have taken administrative notice of the following records: (1) Case Nos. 03-RC-282115, 03-RC-282127, and 03-RC-282139 (*Buffalo I*) (2) 28-RC-286566 (*Mesa I*); and (3) 03-RC-285929, 03-RC-285986, and 03-RC-285989 (*Buffalo II*). "BI" references are to the *Buffalo I* record, "MI" is to the *Mesa I* record, and "BII" references are to the *Buffalo II* record.

The Employer strives to ensure that each facility provides what it refers to as the “Starbucks experience,” which is essentially a consistent environment for its customers nationwide. To do so, the Employer relies on detailed operational plans, devised at the national level. Decisions about store design, equipment, placement, marketing, and promotions, store budgets, hours of operation, and contracts with vendors and contractors are made at the national level. The Employer maintains various technologies (discussed below) administered at the corporate level to assist with supply orders, scheduling, store operations, and consistency in stores’ application of human resource policies.

This case involves Store 10867, which is one of 11 stores located in District 460, and one of two stores in Superior, Colorado. District 460 spans 6 cities.⁶ There is a District Manager for District 460 who has been in that position since December 27, 2021, and the Store Manager of the Rock Creek location reports to that District Manager.

The District Manager is accountable for the customer experience and the business at all stores within the district. The District Manager for District 460 estimated that he spends about 75 percent of his time visiting the 11 stores in his district, and that he spends roughly two hours per week at each store. During store visits, he spends his time coaching store managers. In doing so, the District Manager relies on the personal development plan and the store plan (or goal sheet) that the Store Manager has created along with the District Manager’s input and direction concerning what should be added. Though both work to create the plans that are approved by the District Manager, the Store Manager is responsible for implementation, using personal judgment based on what is happening at their store.

Each week, the District Manager holds a district “huddle” with all the store managers and assistant store managers to discuss planning, goals for the week and quarter, and needs the store managers may have. “Peer Planning documents” concerning promotions, key learnings, and agendas for upcoming periods or promotions are discussed at these meetings. In addition, the District Manager for District 460 will conduct follow-up meetings with individual store managers within two to five weeks after such discussions. In that regard, the District Manager testified that he contacts the Store Manager for the Rock Creek store by text, telephone, email, video conferencing, or when visiting the store three or four times a week.

The District Manager also conducts observation and coaching visits at the stores in his district. The District Manager gave an example where he observed and discussed the closing practice of a new shift supervisor at a store and gave advice on how to follow up to ensure that employees feel supported and have the requisite skills and resources.

B. Control Over Daily Operations, Labor Relations and Local Autonomy

The Store Manager for the Rock Creek store has been in that position since July 2021. The Employer describes the store manager position in its employee handbook, called the “Partner Guide,” as follows:

⁶ District 460 is part of Area 121 and the Western Mountain Region, which is overseen by a Regional Vice President. The Western Mountain Region covers about 12 states, including Colorado.

The store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), shift managers (where applicable), shift supervisors, and baristas. The store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions.

Each store has baristas and shift supervisors, while some also have assistant store managers and café attendants, but not at the Rock Creek Store. Baristas are responsible for making the beverages, performing cash register transactions and ensuring store cleanliness; shift supervisors performs barista duties and help guide the work of others.

The Employer maintains a database of job applicants called “Taleo,” where applicants apply online. Applicants can apply for hire at several stores and the store that hires them is considered to be their “home store.” The Store Manager is responsible for interviewing, hiring, and overseeing the training of new applicants, with no involvement by the District Manager - a practice consistent with other districts. The Store Manager at the Rock Creek store testified that she uses the Employer’s standard interview questions and will try interview an applicant along with another Store Manager when scheduling permits. If that is not possible, the Rock Creek Store Manager testified that she would send the candidate to another manager’s store for an interview.⁷ The other Store Manager will share the interview responses with the Rock Creek store manager and discuss impressions of the applicant, but the Rock Creek Store Manager makes the ultimate decision. After the selection of the applicant, notification of hire is issued to the employee through the Taleo system. The Store Manager directs the new hire’s orientation and conducts the “first sip,” where the Store Manager discusses the Employer and its operations, reviews various Employer policies, and shares coffee with the new partner. At the first sip, the new partner receives the “Partner Guide,” which details the Employer policies, standards, and procedures.

The Store Manager is responsible for scheduling and approving or denying time-off requests. The record is devoid of any evidence that the District Manager is involved in these requests. The Employer provides the two applications to assist with scheduling: the “Partner Planning” and “Partner Hours” tools. The Partner Planning tool sets forth the allotted partner counts and hours for the store, which the store manager follows. However, a Store Manager can recommend deviations from Partner Planning recommendations to the District Manager, and those recommendations are at times approved. The Partner Hours tool generates schedules. The Rock Creek Store Manager tries to use that tool, but mostly she uses past scheduling reports because Partner Hours is often “not accurate” with how the store is currently conducting business. The Store Manager also processes payroll, verifies the hours a partner works, and fixes any issues that a partner raises regarding their pay. The District Manager is not involved in these tasks.

⁷ A Shift Supervisor testified that she was unaware that a second interview was being conducted for new barista applicants at the Rock Creek store. She testified that when she was first hired in 2016 at a nearby store in Louisville, Colorado, she was interviewed once by the store manager and was offered a position at the end of the interview. The Shift Supervisor left that position for a time and was interviewed and hired for a position in Maine, without going to an interview with another manager. She then transferred to the Rock Creek store in May 2019.

The Store Manager for the Rock Creek Store will typically designate a shift supervisor to be the “keyholder,” the person designated to be in charge of the cash management and funds. A store manager can also serve as keyholder. The keyholder duties also involve being the “play caller,” and that person determines where partners will be on the floor and when. To assist the play caller, the Employer has created, at the corporate level, the “Play Builder” tool that projects in-store workflow, product needs, and employee tasks and assignments. The record establishes that the Rock Creek Store Manager and partners can and do deviate from the Play Builder.⁸ The record testimony established that the tool is not widely used at the Rock Creek store, or at the stores at issue in *Buffalo I* and *Mesa I*, with partners and shift supervisors testifying that it fails to account for what is actually occurring at the individual store. The Store Manager and the shift supervisors make adjustments to these corporate routines based on the skillset of the scheduled partners and what kind of day they are having.

The Store Manager is responsible for inventory and ensures the accuracy of an inventory order, sometimes assisted by the shift supervisor. To assist in preparing inventory, the Employer makes available the “Inventory Management System” and a “Par Builder Tool,” which details the anticipated amount of product that a store should need to order. In maintaining inventory, the Rock Creek store has lists tailored to its needs that the Store Manager created. At times when ordering inventory, the Store Manager deviates from the par, and has to estimate what is needed based on the storage space available at the store.⁹

The Employer issues each store specific guidance and direction on merchandizing and how it should be displayed in the store. This guidance is known as the “Siren’s Eye.” Store managers do vary from or adjust this guidance to suit their specific facility. Pricing is uniform across stores. However, the Store Manager in Rock Creek has permitted partners to put items on sale so they are not wasted.

The Store Manager has authority to promote a partner to the training barista position, which involves a training process and results in additional compensation. The Store Manager can recommend and effectuate a promotion to shift supervisor from within the store. Partners formally apply for the shift supervisor position using the Employer’s Taleo system. The District Manager for District 460 testified that he is responsible for approving promotions to shift supervisor, but he also confirmed that the Store Manager makes the promotion recommendation. For example, a partner at the Rock Creek store testified that she had conversations with the Store Manager about development opportunities. When shift supervisor positions became available, the Store Manager arranges interviews at neighboring stores, but the home store manager does

⁸ A Shift Supervisor from the Rock Creek Store described the “Play Caller” as an application where the time of day and the number of partners at work are entered and that the program will then state where employees can be placed. The description of the tool provided by this Shift Supervisor is consistent with the testimony provided by the Store Manager concerning the “Play Builder” tool and that of another Shift Supervisor at that store. One Shift Supervisor testified that she does not use the Play Builder application to assign roles but shift supervisors in training are more likely to use it. Another Shift Supervisor at the Rock Creek Store confirmed that she used the tool when she started in that position, but no longer used it once she was trained.

⁹ The Employer’s Senior Vice-President for Operation Services and Siren Retail corroborates this authority, testifying that store managers can make adjustments to the store inventory. Testimony about other stores confirms this practice.

not participate in those interviews. The Store Manager kept the partner informed about and ultimately facilitated that promotion. Thus, the record shows that a recommended candidate for a shift supervisor position must be interviewed by two other store managers in that district. Although two other store managers interview the candidate, it is the home store manager who facilitates the process and recommends the individual.

The Employer has a progressive disciplinary policy that has the following steps: verbal coaching, documented coaching, final coaching, and separation. The record establishes that the store manager will involve the district manager in the final coaching and separation. To assist with disciplinary decisions and corrective actions, the Employer provides the Virtual Coach tool, which provides a series of questions and then establishes outcomes for certain partner misconduct. The District Manager for District 460 testified that store managers are required to use that tool when issuing discipline. The Store Manager for the Rock Creek Store, however, did not state that she ever used that tool when issuing corrective actions. Rather, the Store Manager testified that when issuing corrective actions she first talks to the employee, and then checks the Partner Guide and consults with other Store Managers to see if they had a similar situation.

When partners have a conflict with another partner, they go to the Store Manager for assistance. The Employer makes available various corporate-wide resources such as the Partner Resource Support Center and the Ethics & Compliance Helpline. While two shift supervisors testified that they were aware of the existence of resources outside of their store for addressing problems, the record does not disclose that any Rock Creek store partner utilized such resources when working at that store. Rather, the two partners testified about relying on their Store Manager for assistance. The Partner Guide directs employees to contact their store manager on various matters, including questions regarding employee dress code and time-off requests.

C. Employee Skills, Functions, and Working Conditions

The employees in the 11 stores throughout District 460 share the same wages and benefits that are uniform throughout all Employer facilities; details of these terms and conditions are set forth in the Partner Guide, which is applicable to all partners. Partners receive additional compensation as barista trainers, and all partners are eligible for bonuses, either for performance or by referring a candidate to the Employer. Employees receive the same vacation, time-off, and family leave benefits; health, dental, vision, life and disability insurances; stock grants; investment and 401(k) plans; education benefits; COVID-19 benefits; food discounts; and free coffee and food while working.

All District 460 employees are subject to the same national personnel policies and operating procedures as set forth in the Partner Guide. These procedures govern opening the store, clocking in and out, stocking and displaying merchandise, placing and closing transactions, preparing food and drinks, using the same uniforms and equipment, employee orientation and training and development. The store hours within District 460 are set at the corporate level. The hours, however, are not entirely uniform and vary throughout the district. A store manager cannot vary these hours, and the district manager can make decisions regarding temporary hours.

While the Employer does provide the training modules and instructions for the “first sip,” the evidence shows that training may vary. A Shift Supervisor from the Rock Creek Store testified that an outline is followed to get the role (such as the espresso bar) done, but that training is “unique, depending on the situation, the people, and the person.” She also explained that training is usually tailored to the individual store and store culture, stating that this is necessary because each store is geographically different and has different customers. The store manager can vary the training based on the availability of the barista trainer and can also tailor the training to the individual partner and to the store’s culture.

D. Employee Interchange

When a partner needs to find someone to cover their shift, the partner is responsible for finding a replacement and uses a variety of methods to do so. Partners at the Rock Creek store may send a message to other partners to see if they would be willing to work on their day off or to switch shifts.¹⁰ The Store Manager will also provide assistance in finding coverage by calling partners on the roster. When a store needs to fill a vacant shift and no partners from that store are available, stores can rely on “borrowed partners,” which is a partner that works outside of their home store.

The Store Manager for the Rock Creek Store testified that she believed she could require a partner to work at another store. In making this statement, the Store Manager relied on a partner availability form that employees sign when hired which states, “depending on business needs a partner may be assigned to work at a [Company] store other than the normal place of work and the partner will be expected to do so.” The Store Manager explained, however, that she has never done so and has in fact never scheduled a borrowed partner at the Rock Creek Store. Two Shift Supervisors testified that partners are not required to work at other stores, that no discipline results from refusing to do so, and they have very infrequently worked at other stores.¹¹

Two Shift Supervisors testified to limited contact with borrowed partners in their store. A Shift Supervisor testified that when there was an all-staff meeting when the new Rock Creek Store Manager was being introduced, the store was staffed by borrowed employees on that occasion.¹² The Shift Supervisor further testified that she had not seen many borrowed partners at her store. Another Shift Supervisor testified that there were borrowed partners at the Rock Creek store for a period of about three weeks when there were a number of employees who called-out due to illness. Otherwise, the Shift Supervisor did not recall seeing borrowed partners at the store.

¹⁰ One Shift Supervisor at the Rock Creek store testified that when she needed coverage when she was ill, the Store Manager provided the telephone numbers for two other stores so she could call to look for coverage. She was told that they would ask around, but the witness was unsure whether anyone volunteered to work her shifts.

¹¹ This testimony is consistent with testimony from other districts, *see, e.g.*, BI Tr. 538-39, 555, 674-76, 706; BII Tr. 225, 286; MI Tr. 300, 392.

¹² There is limited evidence concerning the store managers’ role in permanent transfers into or from their stores. Although there was testimony by a Shift Supervisor that she transferred into the Rock Creek store from a store in Maine, there was little evidence about what role, if any, the Store Manager may have had in that transfer. The District Manager testified that the partner completes a transfer request form and that he is responsible for approving transfers in his district to another.

The Employer provided data regarding the use of “borrowed partners” in District 460 during the time period covering April 29, 2019 through December 26, 2021, and called a witness, economist Dr. Abby Turner, to explain that data.¹³

Ms. Turner testified that the data showed the following regarding the district-wide use of borrowed partners in District 460:

- Approximately 66% (about two-thirds) of partners worked in only one store during that period
- Approximately 34% worked in two or more stores
- Approximately 24.3% of store days use borrowed labor
- On any given day, the average percentage of borrowed partners district-wide is 3.1%. (Conversely, about 97% of partners district-wide are not borrowed.)

The data showed the following regarding the Rock Creek store’s borrowed partner practice during the same period:

- Approximately 61% of partners ever working in that store worked in 2 or more stores.
- Less than half (about 39%) of Rock Creek store partners work only in that store.
- Approximately 58% of partners working in Store 10867 are working in that store as their home store, while the other 42% of partners are assigned to other home stores.
- Applying all sensitivity controls, about 6% of the days that the Rock Creek store was open, it used at least one borrowed partner.

The Union, using the Employer’s own data,¹⁴ presents its analysis with an emphasis on the specifics of the shifts and hours worked by borrowed partners at the Rock Creek store:

- In the prior 2020 fiscal year ending October 3, 2020, borrowed partners worked 2.29% of the shifts and 1.95% of hours at the Rock Creek store.
- The Employer’s 2021 fiscal year data that ended October 3, 2021, shows that borrowed partners worked 0.43% of shifts, and 0.32% of hours at the Rock Creek store.

E. Distance Between Locations

District 460 covers 11 stores and spans six different cities located between Denver and Boulder, Colorado: Westminster, Louisville, Lafayette, Superior, Broomfield, and Erie. The Employer provided maps showing the location of the various stores, but did not provide the distances between the stores. As such, I have taken administrative notice of the approximate

¹³ The Employer presented its interchange data through a series of just under 50 pages of graphs and charts, which Dr. Turner explained. (ERX 314; pdf pp. 607-655.) The data underlying this analysis is presented in ERX 301(b) (pdf pp. 493-502) and ERX 315. In some of the charts and graphs, Dr. Turner took into account special circumstances (sensitivity controls) that could affect the data, such as the Covid-19 pandemic, the opening and closing of stores, and the practice of borrowing store managers.

¹⁴ ERX 301(b) (pdf p. 501.)

distance between the Rock Creek store and the other Employer facilities located within District 460;. The distance has been determined using Google Maps (<https://www.google.com/maps>).¹⁵

The closest stores to Store 10867 are located 2.2 miles away in Broomfield and 2.6 miles away, also in Superior. The farthest store is in Erie, located 8.9 miles away. Two stores are located over 7.5 miles away in Lafayette (7.6 miles and 7.9 miles). Two stores are approximately 6 miles away in Westminster (6.2 miles and 6 miles). Three stores are between 3.5 miles to just under 4.5 miles away in Louisville (3.5 miles), and Broomfield (4 miles and 4.4 miles).

F. Bargaining History

The Employer has no bargaining history with Store 10867 or any store in District 460.

III. Unit Appropriateness and the Single-Facility Presumption

The Board will approve a petitioned-for unit so long as it is an appropriate unit for purposes of collective bargaining. It need not be “necessarily *the* single most appropriate unit,” *Am. Hosp. Ass’n v. NLRB*, 499 U.S. 606, 610 (1991), and the fact that another unit may also be appropriate does not render the petitioned-for unit inappropriate.

In deciding unit determination cases involving multi-store retail chain employers, the Board has adopted the view that a single store is a presumptively appropriate unit for bargaining as is the case with other multi-plant enterprises. *Haag Drug Company*, 169 NLRB 877 (1968). Thus, to rebut the presumption it must be shown that unit “has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity.” *New Britain Transp. Co.*, 330 NLRB 397, 397 (1999).

In determining whether the presumption has been rebutted, the Board considers (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any. *Hilander Foods*, 348 NLRB 1200, 1200 (2006). A party seeking to rebut the single-facility presumption bears a “heavy burden.” *Cal. Pac. Med. Ctr.*, 357 NLRB 197, 197 (2011) (internal quotation omitted).

IV. The Petitioned-For Unit is Appropriate

Applying these principles to the facts of this proceeding, I find that the petitioned-for single-store unit is appropriate. As a single-facility unit, the petitioned-for unit is presumptively appropriate and the Employer has not met its heavy burden of rebutting that presumption. Its evidence has failed to demonstrate that the eleven stores within District 460 are so functionally integrated that the petitioned-for store here has lost its separate identity. The Employer has also not shown that

¹⁵ See *Bud Antle, Inc.*, 361 NLRB 873 (2014), (incorporating by reference *Bud Antle, Inc.*, 359 NLRB 1257 (2013), and specifically footnote 3 of 359 NLRB at 1257, where the Board takes administrative notice of approximate distances based on Google Maps).

employee interchange is so frequent and regular that it has destroyed Store 10868's homogeneity. In finding the presumption un rebutted, my decision is consistent with a recent Board decision involving another Employer facility and rejecting arguments nearly identical to those that the Employer makes here. See *Starbucks Corp.*, 371 NLRB No. 71 (2022).¹⁶

A. Centralized Control Over Daily Operations and Labor Relations

An employer's centralized control over multiple facilities weighs in favor of a multi-facility bargaining unit. *Trane*, 339 NLRB 866, 867-68 (2003). However, "the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single location presumption." *Cal. Pac.*, 357 NLRB at 198. Accordingly, evidence of high-level centralization does not rebut the single-facility presumption where other evidence shows local control over day-to-day operations. *New Britain Transp.*, 330 NLRB at 397. The circuit courts have solidly agreed with the Board that centralized control over labor policies will not preclude a single-store bargaining unit in a retail setting. *Friendly Ice Cream Corp. v. NLRB*, 507 F.2d 570, 577-78 (1st Cir. 1983); *Walgreen Co. v. NLRB*, 564 F.2d 751, 754 (7th Cir. 1977); *NLRB v. Lerner Stores*, 506 F.2d 706, 708 (9th Cir. 1974). These cases have emphasized that tying a bargaining unit to a company's administrative structure may be unduly prejudicial to the right of self-organization under the Act. *Lerner Stores*, 506 F.2d at 708. Thus, while "a considerable degree of centralized administration in the functioning of . . . stores" is "common in retail chain operations, and particularly in food chains," chainwide uniformity "is not a sufficient reason in itself for denying the right of a separate, homogeneous group of employees, possessing a clear community of interest, to express their wishes concerning collective representation." *Haag Drug*, 169 NLRB at 878; accord *Lerner Stores*, 506 F.2d at 708, *Walgreens*, 564 F.2d at 754.

The Employer argues the District Manager has substantial interaction with each of the stores in his district. The record demonstrates, however, that the contacts are primarily with the store managers rather than the employees. The evidence does not show that the District Manager visits the Rock Creek store frequently or for extended periods, or that the District Manager handles employees' personnel issues when he visits. Other meetings and contacts described in the record focus on the issues of the store managers in running their stores and such contacts do not evidence a diminished lack of authority on the part of the store managers.

The Employer has demonstrated centralized control over many aspects of the high-level operations at the Starbucks stores within the District and nationwide. It relies heavily on its centralized operating procedures, including distribution channels, store design, product offerings, placement, marketing, and promotions as evidence of functional integration. But, as discussed below, this centralized management has not displaced local, site-specific control over various aspects of day-to-day operations at the Rock Creek store.

B. Local Autonomy over Daily Store Operations

In determining whether the single-facility presumption has been rebutted, the Board emphasizes whether the employees perform their day-to-day work under the supervision of one

¹⁶ See also, *Starbucks Corp.*, 2021 WL 6824355 (2021); and *Starbucks Corp.*, 2022 WL 685506 (2022).

who is involved in affecting their job status, and who is personally involved with the daily matters that make up their grievances and routine problems. See *Hilander Foods*, 348 NLRB at 1203; *Renzetti's Market, Inc.*, 238 NLRB 174, 175 (1978). This emphasis on local control, notwithstanding the evidence of central control over personnel and labor relations, is quite reasonable. As the Board has explained, “the day-to-day problems and concerns among the employees at one location may not necessarily be shared by employees who are separately supervised at another location.” *Renzetti's Market*, 238 NLRB at 175.

Board precedent further elucidates the primary importance of local control over employees' daily working conditions. For example, in *Renzetti's Market*, 238 NLRB at 175-76, despite centralization and similarity of employee skills, functions, and pay, the Board found a single-facility unit to be appropriate where immediate supervisors issue oral warnings, granted leave requests, and participated in hiring and discharge decisions. Similarly, in *Hilander Foods*, 348 NLRB at 1202, the Board found that despite the evidence of the company's centralized control over its seven facilities, the single-store presumption had not been rebutted, partly due to each individual facility's “strong local autonomy.” There, the record showed that the day-to-day decisions at each facility were handled “in large part, separately within each store” by store management and immediate supervisors, and those decisions included issuing oral warnings, granting leave request, participating in hiring and discharge decisions, and handling “routine problems.” 348 NLRB at 1203. See also *Bud's Thrift-T-Wise*, 236 NLRB 1203, 1204 (1978) (presumption not rebutted where store manager interviews, hires or effectively recommends hiring, grants time-off, and participates in promotion and discharge decisions.)

The evidence adduced at the hearing is akin to the other *Starbucks* cases discussed above, and demonstrates that store managers exercise discretion over many daily operational and labor relations matters. The evidence shows that the store manager's level of involvement is not routine but “demonstrate[s] meaningful local autonomy and participation in matters directing the service representatives' working lives.” *Rental Uniform Service, Inc.*, 330 NLRB 334, 335-36 (1999). To begin, store managers prepare work schedules; they do so independently with no involvement by the district manager. The store manager approves time-off requests and makes all schedule adjustments as needed. When partners need coverage for a shift, they will endeavor to find coverage, and the store manager will assist, if necessary.

Store managers play a significant role in hiring by scheduling and conducting interviews and ultimately making the hiring decision. While the practice appears to be that an applicant will interview with the home store manager as well as a manager from another store, the testimony shows that ultimately the store manager makes the hiring decision, including when hiring shift supervisors from outside the store. While the Store Manager's role in promoting employees into a shift supervisor position is limited to recommending and facilitating such a promotion, the Store Manager independently determines who will be a training barista.

The Store Manager is responsible for new employee orientation and establishes the training plan. The Store Manager also continues training and coaching partners by using “shoulder to shoulder time,” which refers to time periods when the Store Manager is working one-on-one with a partner and helping them through their shift.

The Store Manager can also take disciplinary action pursuant to the Employer's progressive discipline policy and involves the District Manager regarding only the final written warning and separation. Notably, the Employer provided no evidence that the district manager has ever rejected a discharge recommendation. There was testimony that a partner could disagree with discipline they have received by contacting the Partner Resources Support Center, but there was no evidence of this occurring or that such discipline was overturned. The two Rock Creek store shift supervisors testified that they had not used that resource to resolve any conflict while working in the store and relied on the Store Manager for assistance. When there are any intra-personal staff conflicts at the store, the partners go to the Store Manager for help. Thus, while the Employer has mechanisms for employees to elevate issues and seek assistance outside of their home stores, the record evidence does not show that the Rock Creek Store Manager's involvement in resolving problems is negated by the availability of the Employer's Partner Resource Center or the Ethics and Compliance program, which investigates complaints about harassment, discrimination, and other policy violation concerns.

The Store Manager is also responsible for payroll and making sure Partners' hours are verified and entered correctly. If an employee thinks there is an error on their paycheck, they contact the Store Manager to intervene and correct the problem. In performing some of these tasks, the Store Manager uses some of the universal tools that the Employer provides, but that use often involves modifications. For example, the Rock Creek Store Manager testified that while she consults the Partner Hours tool when making schedules, she also relies on reports from previous weeks, explaining that the Partner Hours tool is not accurate with the way business is conducted at the store as it generates a report using information from the prior year. Similarly, the District Manager testified that store managers may recommend a partner headcount that deviates from the Partner Planning tool, and the testimony showed that the Employer's "Play Builder" tool does not account for individual store circumstances and, more often than not, is not used. Moreover, as the District Manager testified, the Play Builder does not recommend who in particular among available personnel would fulfill roles; rather, the store manager exercises judgment in filling those roles or in delegating the task to shift supervisors who, in turn, do not consistently use the tool after they have gained experience. Similarly, testimony was consistent in showing that the Play Builder is not a "well-used" tool at the store.

The Employer makes available the Virtual Coach as a disciplinary guide. The Employer, however, presented no evidence of its use at the Rock Creek Store. The Store Manager did not testify that she ever used it, instead explaining that she consults with other store managers or her district manager regarding disciplinary issues. In that regard, the District Manager testified that he did not know if store managers are using that tool.

As to the inventory list, the Store Manager must confirm that the inventory list is correct. The Employer creates each store's inventory list, but the Rock Creek store has inventory lists that the Store Manager creates that are specific and tailored to the store. The Employer distributes the "Siren's Eye," which dictates how the store will display products to ensure consistency of products and customer experience between stores. The Store Manager, however, has the authority and discretion to vary from the Siren's Eye to adjust it to the individual store's allotted space and layout.

This evidence demonstrates substantial local autonomy that is not outweighed by the Employer's high degree of administrative centralization. Indeed, the Board has recently rejected the Employer's nearly identical claim that its centralized control rebuts the single-facility presumption. In doing so, the Board explained that "[a]lthough the Employer maintains nationwide tools and policies, it is the Store Managers who implement these tools and policies at the local level, and make adjustments as needed in real time[.]" *Starbucks Corp.*, 371 NLRB No. 71 slip op. at 2. *See also Starbucks Corp.*, 2021 WL 6824355, at *1 n.2 (rejecting employer's conclusory and generalized claim that its automated tools and company-wide policies limit store managers' discretion over daily matters and finding it failed to rebut specific testimony of store managers' "significant role" in daily operations). In rejecting the Employer's argument, the Board was not persuaded that the Employer's business operations were akin to those in *White Castle Systems* and *Kirklin's Inc.*, the same precedent relied on by the Employer here. 371 NLRB No. 71, slip op. at 2, n.7 (2022) (explaining that *White Castle System*, 264 NLRB 267, 268 (1982) and *Kirklin's Inc.*, 227 NLRB 1220-21 (1977), each involved a "single individual or centralized office [that] exerted extensive, hands-on control over a relatively small number of stores and had final (or shared) authority for almost all personnel decisions). In doing so, the Board noted that the facts of those cases were in contrast to the autonomy provided to the Employer's store managers. *Id.* The Employer's cited precedent is similarly unpersuasive for the same reasons here.

The Employer has shown that it has nationwide policies applicable at all its stores, but these claims do not rebut the specific evidence demonstrating that the Store Manager plays a direct role in implementing these policies and exercises considerable authority in personnel matters. Because the Employer bears the burden of proof here, "it must establish more than conclusory evidence to establish that its Store Managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise." *Id.* This it has failed to do. Rather, I find that the evidence establishes that the Rock Creek Store Manager has a significant role in resolving employees' problems, overseeing and providing training, granting time off, adjusting schedules, disciplining employees, promoting employees to be barista trainers, conducting interviews, and hiring employees.

C. Similarity of Skills, Functions and Working Conditions

Also relevant to the unit-determination analysis is whether employees at the various facilities perform similar functions using similar skills, and whether they share common terms and conditions of employment. *Hilander Foods*, 348 NLRB at 1200. There is little dispute that the Partners perform similar jobs using a similar skillset, and that wages and benefits are established companywide.¹⁷ The Employer notes that its various operating and policy manuals, such as the Siren's Eye, the Partner Guide, and the Operations Manual establish uniform conditions across all its stores and ensure the consistency of the partner and the customer experience. The Employer also notes that employees receive identical training. The Employer

¹⁷ The Petitioner argues that the employees do have different working conditions, noting that the stores operating within the district have different opening and closing times. While true, those differences are set at a corporate-wide level. Similarly, the Petitioner points to the testimony of a Shift Supervisor regarding a wage increase that she received. But the circumstances of that raise - the reason and the amount - are less than clear. I therefore do not rely on this distinction.

posits that these uniform working conditions are sufficient to overcome the single-store presumption.

The evidence does show some variance between stores. As noted, training is usually tailored to the individual store and store culture. This is necessary because each store is geographically different and has different customers. The Store Manager can vary the training based on the availability of the barista trainer and can also tailor the training to the individual partner and to the store's culture. Adjustments are made to the routines set forth in the Play Builder based on what is happening in the store. Moreover, the partners' daily job duties are not circumscribed to particular plays set forth in the Play Builder. Rather, testimony showed that stores have flexibility to deviate from these plays and often do so, with each store having different routines and plays that they prefer to follow.

To the extent the employees do share uniform skills and working conditions, these similarities are expected in a retail setting, and the Employer's reliance on them is insufficient to rebut the presumption. Indeed, the Board rejected a similar argument in *Haag Drug*, explaining that "[w]hile employee benefits have been centrally established and the uniformity thereof is of some significance, no greater control of uniformity has been shown here than is characteristic of retail chain store operations generally." 169 NLRB at 879. The Board and the courts has consistently rejected such claims in cases involving significant local autonomy, even where the employer's operations were a "casebook study in centralized control." *Friendly Ice Cream Corp. v. NLRB*, 507 F.2d 570, 577-78 (1st Cir. 1983) (company's centralized control does not outweigh the degree of control vested in local store manager). See also *Cargill, Inc.*, 336 NLRB 1114, 1116 (2001) (finding single-facility unit appropriate despite fact that "[b]oth facilities have the same employee handbook"); *D&L Transportation, Inc.*, 324 NLRB 160 (1997) (headquarters' involvement in formal discipline and approval of wage increases was not sufficient to rebut the presumption where store managers had local control over hiring, assignments, and dispatching, time off, and minor discipline); *Red Lobster*, 300 NLRB 908, 908 (1990) (approving single-facility unit even policies established terms and conditions were "centrally established and uniformly applied"); *Renzetti's Market*, 238 NLRB at 175-76 (companywide similarity of employee job skills, functions and classifications as well as uniformity of wages and benefits insufficient to rebut single-facility presumption where evidence demonstrated significant local autonomy). In short, the Employer's "uniform policies," and "its determination of the most efficient form of organization, cannot be ascribed controlling significance in matters of unit determination." *Friendly Ice Cream*, 705 F.2d at 577-78. Overall, I find that this factor does not weigh in favor of the single store unit but is outweighed by other factors including local autonomy and extent of interchange.

D. Employee Interchange

Another factor in the unit-determination analysis is the degree of employee interchange between the multiple facilities. *New Britain Transp.*, 330 NLRB at 397. Employee interchange must be considered in total context. *Gray Drug Stores, Inc.*, 197 NLRB 924 (1972), and in order for employee interchange to overcome the single-facility presumption, it must be "substantial" and "destructive of homogeneity." *Haag Drug Co.*, 169 NLRB at 878. Voluntary transfers are less probative than mandatory ones in determining whether employees from different locations

share a common identity. *Red Lobster*, 300 NLRB at 911. Here, the evidence demonstrates that the borrowing of partners between district stores and at Store 10867 is done on a voluntary and ad-hoc basis, and is insufficient to rebut the presumption. See *Starbucks*, 371 NLRB No. 71, slip op. at 1 (Employer's statistics show interchange is "limited" and "infrequent").¹⁸

The Employer claims that its data demonstrates a high level of partner interchange. The Employer argues that each district store regularly relies on "borrowed partners" to cover shifts, and that this consistent and regular use establishes sufficient interchange to overcome the single facility presumption. To support this argument, the Employer relies on the testimony of an expert witness, Dr. Abby Turner, who used various graphs to share her statistical analysis of the data that measured interchange measured between April 29, 2019 and December 26, 2021.¹⁹

Pointing to this analysis, the Employer makes the following claims regarding the use of borrowed partners district-wide and at Store 10867:

- District wide, the data showed that approximately two-thirds (66%) of partners worked in a single store. There are no stores in the district that are staffed entirely by partners working from their home store. On average, on 24% of the days that district stores are open, they have at least one borrowed partner working in a store.
- Focusing on Store 10867, about 61% of partners ever working in that store worked in 2 or more stores, and less than half (about 39%) of those partners work only in one store. About 58% of partners working in Store 10867 are working in that store as their home store, while the other 42% of partners are assigned to other home stores.

The Employer's presentation and reliance on this data ignores several key and necessary factors. For example, by focusing on the number of partners who had ever worked at more than one store, the Employer fails to capture the actual percentage of hours, shifts, or days worked by borrowed employees and ignores the actual frequency or duration an employee worked at one store or another. Indeed, the Employer's own expert admitted that the data did not consider if the partner worked just part of a shift, and none of her analyses takes into account the frequency of individual borrowing. She also admitted that the presentation of the data did not reflect the frequency or the duration with which a partner may be working at stores other than their home store. So included within the percentage of partners who worked at Store 10867 and another store would be partners who worked as little as one four-hour shift at that store over the entire time period.

Moreover, the Employer's expert also testified that the data showed that of all the days that the stores in District 460 were open for business, there were no borrowed partners on 75% of

¹⁸ See also, *Starbucks Corporation*, 2021 WL 6824355, at *1 n.2 (interchange insufficient to overcome presumption where Employer has shown that its stores "borrow only a very small percentage of their labor from other stores."); *Starbucks Corporation*, 2022 WL 685506, at *1 n.1 (statistics on interchange have same shortcomings of *Starbucks Mesa*, being limited and infrequent.); and *Starbucks Corporation*, 10-RC-288098, March 23, 2022. (Taking Employer's data and testimony at face value, evidence of interchange insufficient to rebut the single-facility presumption.)

¹⁹ Dr Turner's analysis did not include any hours worked by store managers at a store other than their home store.

those days. On any given day of the week, within District 460, the average percentage of borrowed partners was 3.1%. When the expert applied all “sensitivity” controls to account for events such as the opening and closing of stores, and permanent transfers, only about 6% of the days that the Rock Creek store was open between the specified time period had any borrowed partners working at all. That is less than one day every three weeks, and again, that one borrowed partner could have worked as little as four hours. When asked specifically about the Rock Creek store’s use of borrowed partners in the pre-Covid time period, the expert explained that during that period, 94% of the days the store was open, there were no borrowed partners working in Store 10867. At most, the Employer’s data shows that a significant percentage of employees work at least one shift per year at another store. This is not evidence of *regular* interchange sufficient to rebut the single facility presumption.” *Starbucks Corp.*, 2021 WL 6824355, at *1 n. 2 (2021).

The Employer’s own data also shows that the interchange is insignificant when an examination is made regarding the percentage of hours and shifts worked by borrowed partners. Specifically, the Employer’s 2021 fiscal year data that ended October 3, 2021, shows that borrowed partners worked 0.43% of shifts, and 0.32% of hours at the Rock Creek store. In the prior 2020 fiscal year, borrowed partners worked 2.29% of the shifts and 1.95% of hours. *Id.* The Board recently found similar percentages of borrowed partners insufficient to negate store employees’ shared community of interest. See *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 1-2 (data showing fewer than 2% of shifts at a store were worked by borrowed partners during a fiscal year is “limited” interchange and does not rebut presumption).

Moreover, the Employer has also failed to show that the hours worked by borrowed partners are not voluntary. While the Rock Creek Store Manager testified that she has the power to require partners to work at another store, she could not point to any specific instance of having done so. Notably, she testified that during her first 5-months working at the Rock Creek store, she had neither scheduled borrowed partners at the store, nor required one of Rock Creek store’s partners to work at another store. Further undercutting the Employer’s claims that the partners are required to work at other stores, a Shift Supervisor testified she had worked as a borrowed partner only once in the last seven months, had never been scheduled to work at another store without being asked first, and did not recall ever working with any borrowed partners. Similarly, another Shift Supervisor testified that she has been asked once to take a shift at another store, that there were no consequences when she declined, and that the Rock Creek store only relied on borrowed partners to fill in for discrete purposes, not on a routine and regular basis.²⁰

The Employer has not met its burden to show that the interchange of partners into the Rock Creek store or from that store into other stores in the district is regular or frequent. Accordingly, this factor does not weigh against the single-store presumption.

²⁰ While I find that the record fails to show that that working borrowed shifts at another store is mandatory in this case, even if the assignment of borrowed shifts was not voluntary, I would still conclude that the amount of interchange favors the single-store unit given the limited interchange shown.

E. Geographic Proximity

The distance between multiple facilities is a consideration in whether a single-facility unit remains appropriate. *Hilander Foods*, 348 NLRB at 1200. Generally, plants which are in close proximity to each other are distinguished from those which are separated by meaningful geographic distances. *New Britain Transp.*, 330 NLRB at 398.

The Employer claims that all District 460 stores are located “relatively close” to one another. To support this claim, the Employer relies on a map, not drawn to scale, showing the approximate location of each store. Notably, the map does not specify where on the map Store 10867 is located, and the Employer provides no other evidence—via testimony or other exhibits—detailing the exact distance between the stores, thereby requiring the Board to take administrative notice of that distance by using Google maps.

Google maps shows the closest store to the Rock Creek store is 2.2 miles away, and the farthest store is 8.9 miles away. It is also significant that the stores are located in six different cities. The Board has regularly found a single-facility unit appropriate in cases involving similar proximities. See *Lipman’s*, 227 NLRB at n.7 (1977) (finding stores located only 2 miles apart appropriate single-facility units); *New Britain Transp.*, 330 NLRB at 398 (“[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single facility unit.”). The Employer presents no argument why this geographic proximity compels a district-wide unit. Accordingly, in view of other factors supporting the single store unit, I find that the factor weighs in favor of the petitioned-for store unit.

F. Bargaining History

The lack of bargaining history is at best a neutral factor. See *Trane*, 339 NLRB 866, 868 n.4 (2003). It arguably lends some support to the appropriateness of a single-facility unit in the present case. See *Lipman’s*, 227 NLRB at 1438 (in finding single store units in retail chain appropriate, citing “the fact that there is no bargaining history for any of these employees, and the fact that no labor organization seeks to represent the employees on a broader basis”).

G. Labor Relations Stability

The Employer argues that allowing a single-store unit is not conducive to stable labor relations. The Employer supports this claim by stating its preference for a district-wide unit, but, other than providing the general claim that its retail stores are highly integrated, provides no specific evidence that a single-store unit would harm labor stability. The Employer’s conclusory argument, if accepted, would disadvantage the organizational interests of all retail-store employees, simply because their employer operates a chain rather than a single-store enterprise. As the Board has explained, in rejecting a similar argument, “[i]t does not necessarily follow that organization of only a portion of the chain would likely result in a lack of uniformity of working conditions through the chain, or if it would, that this necessitates rejecting [a single facility unit].” *Haag Drug Co.*, 169 NLRB at 878.

F. Section 9(c)(5)

The Employer claims that finding the Rock Creek store to be an appropriate unit is contrary to Section 9(c)(5)'s admonition that the extent of a party's organization cannot control a unit determination. But this argument simply recasts the Employer's repeated claim that its centralized operations demands a district-wide unit. Contrary to the Employer's assertion, finding that the single-facility presumption applies here does not run against Section 9(c)(5) by giving controlling weight to the Petitioner's extent of organization. Rather, the appropriateness of this unit is premised on the well-established single-facility presumption, and the facts of this case demonstrating that the Employer's centralized operations and infrequent interchange of employees do not detract from the separate identity of the Rock Creek store.

V. Conclusion

I find that the Petitioner's petitioned-for unit limited to the Rock Creek store is appropriate. The Employer—and its evidence regarding the centralized control of its operations—does not outweigh the strong evidence demonstrating the Store Manager's effective control of those areas that most directly affect the Employer's employees, including hiring, promoting employees to the barista trainer position, managing the training program, disciplining, granting time off, and scheduling. Moreover, the Employer has failed to show that there is a substantial and frequent amount of interchange among the employees working at the District 460 stores such that the homogeneity of Store 10867 is destroyed, and, in any event, the interchange that does occur is voluntary. As the Board explained, the "uniform skills, functions and working conditions across [the District] are outweighed by other factors, most significantly the lack of significant interchange and Store Managers' local autonomy over the personnel functions." *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 2 (2022). The Employer has failed to show why the same conclusion should not be reached here.

Further, based on the foregoing and the record as a whole, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated, and I find, that the Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purpose of the Act to assert jurisdiction in this case.²¹
3. The parties stipulated, and I find, that the Petitioner is a labor organization as defined in Section 2(5) of the Act.

²¹ The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, is engaged in the retail operation of restaurants. In the past twelve months, a representative period of time, the Employer derived gross revenues in excess of \$500,000 and purchased and received at each of its Colorado facilities goods valued in excess of \$5,000, which goods were shipped to the Employer's Colorado facilities directly from points located outside the State of Colorado.

4. The parties stipulated, and I find, that there is no history of collective bargaining between these parties in the proposed bargaining unit identified and there is no contract bar or other bar to an election in this matter.
5. A question of representation exists concerning the representation of employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.
6. The following employees of the Employer constitute a unit appropriate for the purpose of collective-bargaining within the meaning of Section 9(b) of the Act (the Unit):

INCLUDED: All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store # 10867 located at 2800 Rock Creek Circle, A1, Superior, Colorado.

EXCLUDED: All office clerical employees, guards, professional employees, and supervisors as defined in the Act.

VI. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote on whether they wish to be represented for purposes of collective bargaining by **Chicago And Midwest Regional Joint Board, Workers United/SEIU**.

A. Elections Details

The elections will be conducted by mail ballot. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At **3:00 p.m. on Tuesday, April 5, 2022**, ballots will be mailed by an agent of Region 27 of the National Labor Relations Board. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **April 12, 2022** should communicate immediately with the National Labor Relations Board by either calling the Region 3 Office at (303)844-3551 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 27 by **3:00 p.m. on Friday, April 22, 2022**, at which time the ballots will be commingled and counted by an agent of Region 27 of the National Labor Relations Board. In order to be valid and counted, the returned ballots must be received at the Regional Office prior to the counting of the ballots.

B. Voting Eligibility

Eligible to vote are those in the units who were employed during the payroll period ending **March 20, 2022**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.²²

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the elections date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the elections date; and (3) employees who are engaged in an economic strike that began more than 12 months before the elections date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters in the unit.

The Petitioner waived the full ten days to receive the list. To be timely filed and served, the list must be *received* by the Regional Director and the parties by **March 29, 2022**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

²² The parties agree, and I find, that the Board's standard formula for determining the eligibility of regular part-time employees is applicable in this matter. See *Davison-Paxon, Co.*, 185 NLRB 21 (1970).

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election(s) whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notices of Election forthcoming in conspicuous places, including all places where notices to employees in the units found appropriate are customarily posted. The Notices must be posted so all pages of the Notices are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the units found appropriate, the Employer must also distribute the Notices of Election electronically to those employees. The Employer must post copies of the Notices at least 3 full working days prior to 12:01 a.m. of the day of the elections and copies must remain posted until the end of the elections. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the elections on the grounds that it did not file a request for review of this Decision prior to the elections. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations. The request for review must further identify by case number which decision directing election the party is asking the Board to review.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street

SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of elections is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated this 25th day of March 2022.

/s/ Paula S. Sawyer

Paula S. Sawyer, Regional Director
National Labor Relations Board, Region 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 12-103
Denver, CO 80294



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 3:00 p.m. on Tuesday, April 5, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 27, Byron Rogers Federal Office Building, 1961 Stout Street, Suite 13-103, Denver, CO 80294. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Tuesday, April 12, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 27 Office at (303)844-3551 or our national toll-free line at 1-844- 762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 27 Office on Friday, April 22, 2022 at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 27 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



**United States of America
National Labor Relations Board
NOTICE OF ELECTION**



VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store #10867 located at 2800 Rock Creek Circle, A1, Superior, Colorado and who were employed by the Employer during the payroll period ending March 20, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:

All office clerical employees, guards, professional employees, and supervisors as defined in the Act.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board

27-RC-288318

OFFICIAL SECRET BALLOT

For certain employees of
STARBUCKS CORPORATION



Do you wish to be represented for purposes of collective bargaining by
CHICAGO AND MIDWEST REGIONAL JOINT BOARD,
WORKERS UNITED/ SEIU?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

sample

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR CHOICE ONLY. If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (303)844-3551 or visit the NLRB website www.nlr.gov for assistance.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer

and

CHICAGO AND MIDWEST REGIONAL JOINT
BOARD, WORKERS UNITED/SEIU

Petitioner

Case No. 27-RC-288318

Date Filed 12/30/21

Date Issued 4/22/22

City Denver

State CO

Type of Election:
(Check one:)

- ☐ Stipulation
☒ Board Direction
☐ Consent Agreement
☐ RD Direction Incumbent Union (Code)

(If applicable check
either or both:)

- ☐ 8(b) (7)
☒ Mail Ballot

TALLY OF BALLOTS

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

- | | | |
|--|---|----|
| 1. Approximate number of eligible voters | 30 | |
| 2. Number of Void ballots | 1 | |
| 3. Number of Votes cast for | Chicago and Midwest Regional Joint Board, Workers United/SEIU | 12 |
| 4. Number of Votes cast for | | 1 |
| 5. Number of Votes cast for | | 1 |
| 6. Number of Votes cast against participating labor organization(s) | | 2 |
| 7. Number of Valid votes counted (sum 3, 4, 5, and 6) | | 14 |
| 8. Number of challenged ballots | | 0 |
| 9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8) | | 14 |
| 10. Challenges are (not) sufficient in number to affect the results of the election. | | |
| 11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for | Chicago and Midwest Regional Joint Board, Workers United/SEIU | |

For the Regional Director



The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For The Employer - Adam Tinzo, Counsel - via video conference

For The Petitioner - Len Harris, Partner - via video conference

For

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

Starbucks Corporation

Employer

and

Case 27-RC-288318

**Chicago and Midwest Regional Joint Board,
Workers United/SEIU**

Petitioner

TYPE OF ELECTION: RD Directed

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

Chicago and Midwest Regional Joint Board, Workers United/SEIU

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: Including: All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store #10867 located at 2800 Rock Creek Circle, A1, Superior, Colorado. Excluding: All office clerical employees, guards, professional employees, and supervisors as defined in the Act.



May 3, 2022

/s/ *Paula S. Sawyer*

PAULA S. SAWYER
Regional Director, Region 27
National Labor Relations Board

Attachment: Notice of Bargaining Obligation and Right to Request Review

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board to the Decision and Direction of Election until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of the Decision after the elections on the grounds that it did not file a request for review of the Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations. The request for review must further identify by case number which decision directing election the party is asking the Board to review.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Starbucks Corporation

and

Chicago and Midwest Regional Joint Board, Workers
United/SEIU

CASE 27-RC-288318

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Starbucks Corporation, the Employer

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Adam-Paul Tuzzo

MAILING ADDRESS: Littler Mendelson, P.C., 111 E. Kilbourn Ave., Suite 1000, Milwaukee, WI 53202

E-MAIL ADDRESS: atuzzo@littler.com

OFFICE TELEPHONE NUMBER: 414-978-4606

CELL PHONE NUMBER: 414-374-3980 FAX: 414-291-5526

SIGNATURE: /s/ Adam Tuzzo
(Please sign in ink.)

DATE: January 3, 2022

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Chicago and Midwest Regional Joint Board, Workers
United/SEIU

and

Starbucks Corporation

CASE 27-RC-288318

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Starbucks Corporation

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

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(REPRESENTATIVE INFORMATION)

NAME: Brittany L. Stepp

MAILING ADDRESS: Littler Mendelson, P.C. Three Parkway, 1601 Cherry Street, Suite 1400 Philadelphia,
PA 19102

E-MAIL ADDRESS: BStepp@littler.com

OFFICE TELEPHONE NUMBER: 267.402.3124

CELL PHONE NUMBER: 267.207.5843 FAX: 267.402.3131

SIGNATURE: /s/ Brittany L. Stepp

(Please sign in ink.)
DATE: January 13, 2022

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Starbuck's Corporation, Employer
and
Chicago and Midwest Regional Joint Board, Workers United (SEIU), Petitioner.

CASE 27-RC-288318

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Chicago and Midwest Regional Joint Board, Workers United (SEIU), Petitioner.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

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DATE: <u>January 21, 2022</u>	

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.